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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

EARTHLINK, INC.,

Plaintiff,

v.

JOHN DOES 1-50 (the "Alabama
Spammers"); JOHN DOES 51-75
(the "Vancouver Spammers"); and
JOHN DOES 76-100,

Defendants.

LUTHER J. [unclear] Clerk
By: *J. Pinckney* Deputy Clerk

CASE NO. 1:03-CV-2559 JOF

**FIRST AMENDED VERIFIED COMPLAINT
FOR INJUNCTION AND DAMAGES**

Plaintiff EarthLink, Inc. ("EarthLink" or "Plaintiff")
hereby files this First Amended Verified Complaint For Injunction
And Damages, identifying certain of the John Doe defendants
(collectively, "Defendants"), whose wrongful acts, individually
and in combination, have caused and continue to cause substantial
and irreparable harm to EarthLink.

Jurisdictional Allegations

1.

Plaintiff EarthLink is a Delaware Corporation with its
principal place of business at 1375 Peachtree Street N.E.,
Atlanta, Fulton County, Georgia 30309.

2.

Defendants, whose names and identities were not initially
known, committed illegal acts intended to and that did cause harm

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to EarthLink in the State of Georgia. EarthLink has learned the identities of certain of these John Doe defendants and identifies them in this First Amended Verified Complaint. EarthLink shows that the below-named Defendants maintained systematic and continuous contacts with Georgia via the below-described e-mail and Internet-related crimes and schemes, including but not limited to their use of EarthLink's Georgia servers to send their e-mails and their use of stolen EarthLink accounts to send their e-mails. These Defendants are identified as follows:

(a)

John Doe 1 is hereby identified as Albert Ahdoot, a resident of Woodland Hills, California whose precise address is, at this time, unknown.

(b)

John Doe 2 is hereby identified as Alyxsandra Sachs, a resident of Marina Del Rey, California whose precise address is, at this time, unknown.

(c)

John Doe 3 is hereby identified as Net Global Marketing, Inc., a Nevada Corporation with its principal place of business at 1200 West 7th Street, Suite L2-280, Los Angeles, CA 90017.

(d)

John Doe 4 is hereby identified as Andy Pope, a resident of Nevada and/or Tennessee, whose precise address is unknown.

(e)

John Doe 5 is hereby identified as Scott Maslowe, a Michigan resident whose precise address is, at this time, unknown.

(f)

John Doe 6 is hereby identified as Fred Lusky, a Michigan resident whose precise address is, at this time, unknown.

(g)

John Doe 7 is hereby identified as Debbie Cawdrey, whose address is, upon information and belief, 25 Bob Witt Rd., Medina, TN 38355.

(h)

John Doe 8 is hereby identified as Michael Starnes, whose address is 6059 Spring Harvest Drive, Las Vegas, NV 89142-1290.

(i)

John Doe 9 is hereby identified as Netbenders, LLC, a Michigan limited liability company with a registered office at 23800 West Ten Mile Road, Suite 200, Southfield, MI 48034.

(j)

John Doe 10 is hereby identified as ISN, LLC, a Michigan limited liability company with a registered office at 23800 West Ten Mile Road, Suite 200, Southfield, MI 48034.

(k)

John Doe 11 is hereby identified as Marc Milline a/k/a Mark Valentino a/k/a Emarketing Solutions, whose address is 14563 Global Circle #204, Orlando, FL 32821.

(l)

John Doe 12 is hereby identified as Damon Decrescenzo, a Florida resident whose precise address is, at this time, unknown.

(m)

John Doe 13 is hereby identified as David Burstyn, a Florida resident whose precise address is, at this time, unknown.

(n)

John Doe 14 is hereby identified as Pathing Networks, a Nevada corporation with a registered office at 1802 N. Carson Street, Suite #212, Carson City, NV 89701.

(o)

John Doe 15 is hereby identified as Herbal Groups, Inc., a California corporation with a registered office at 23264 Cuestport Drive, Valencia, CA 91354.

(p)

John Doe 16 is hereby identified as Pat Galvin, whose address is 23264 Cuestport Drive, Valencia, CA 91354.

(q)

John Doe 76 is hereby identified as Steve Goodwin, whose address is 3707 N. 57th St., Des Moines, Iowa.

(r)

John Doe 77 is hereby identified as Derek Goodwin, whose address is 1501 West 17th St., North Platte, Nebraska.

3.

Defendants committed illegal acts intended to and that did cause harm to EarthLink in the State of Georgia. Defendants are

subject to jurisdiction pursuant to, among other sources, the Georgia Long-Arm Statute (O.C.G.A. § 9-10-91), the principles set forth in Calder v. Jones, 465 U.S. 783, 104 S. Ct. 1482, 79 L. Ed. 2d 804 (1984), and the forum selection clause in EarthLink's Internet Service Agreement, which is applicable to anyone, whether or not an EarthLink Member, who uses or accesses EarthLink's Internet-related systems and services.

4.

This Court has subject matter jurisdiction.

5.

Venue is proper in this judicial district.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

Parties and Background Facts
E-mail Violations On The Internet:
Spamming, Spoofing, Theft, and Fraud

6.

The acts complained of herein were committed by Defendants through use of the Internet. Often called the "Information Superhighway," the Internet is a complex communications network that links private and public computer networks, systems, and individuals. It consists of computers and computer databases connected primarily through telephone lines, fiber optic cables, and other high-speed dedicated lines. A small portion of the components of the Internet are owned by governmental organizations. Most components, however, are proprietary and are owned and/or administered by "Internet Service Providers"

("ISPs"). ISPs own computers and other devices that enable their customers to obtain various services including Internet access and the ability to communicate with other Internet users via electronic mail ("e-mail"). In many ways, the Internet resembles our highway transportation system. The phone lines are similar to highways over which goods are transferred from one location to another.

7.

The e-mail systems of the various ISPs serving Internet users around the world were created solely for the benefit of the respective ISPs and their subscribers. The use restrictions imposed by most ISPs, as well as by State and federal law, impose restraints on the manner in which those systems may be used. Among the types of prohibited conduct is the sending of unsolicited commercial e-mails. The EarthLink Acceptable Use Policy, which governs the use of the EarthLink addresses and equipment, likewise prohibits such activities. This electronic junk mail is often referred to pejoratively as "spam". It is prohibited because it constitutes a trespass, conversion, and invasion of privacy; because it jeopardizes the performance and viability of the ISP's computer system; because the victim users and ISPs must pay for resources used to deliver the e-mails; and because the advertised products and services are often fraudulent and/or illegal.

8.

Spam is the equivalent of a COD package that the recipient is forced to accept, or a series of collect calls that the recipient has no way to decline and that tie up and adversely affect the performance of the recipient's phone system. Spam impairs the efficiency of the Internet as a whole and of the Internet-related and proprietary services offered by the victim ISPs. Further, this junk mail illegally causes the user-recipients to incur additional expenses of time, money, and computer resources in relation to the storage, review, and inevitable deletion of the unwanted spam. Finally, and perhaps most importantly, this junk e-mail severely and irreparably damages the business reputation of innocent individuals or companies who are often falsely identified or implicated by the spammer as having had some role in the origination or transmission of the offending e-mail.

9.

Such misidentification is pejoratively known as "spoofing" and represents actionable conduct as to any ISP, e-mail service, or other entity wrongfully and falsely identified as having been associated with the e-mail. This fraudulent and deceitful misidentification of the source of a message may be accomplished, among other means, by:

- * manipulating the message header to alter the identification of the sender's true name and domain (i.e., manually forging the originating address);
- * referencing a particular person or entity in the text of the message; and/or
- * routing the e-mail or message through the innocent ISP's system and otherwise converting that ISP's finite computer resources to create a trail that falsely indicates that the ISP was voluntarily involved in the sending and/or transport of the spam.

10.

The depth and degree of the universal hatred of unsolicited commercial e-mail by Internet users is amazing. Indeed, the primary portion of a victimized party's damages arises from the incredible and inevitable backlash of complaints and anger by the e-mail recipients against the innocent entity(s) wrongfully believed by the recipients to have sent or helped send the e-mail. With the sending of each illegal e-mail, the innocent party's reputation is damaged, and money and manpower are wasted as the party attempts to respond to the complaints and to

identify the true spammer/spoofers. Further, the "spoofing" complained of herein is harmful and illegal because it represents the wrongful use of the innocent company's name and marks.

Plaintiff EarthLink, Inc.

11.

Plaintiff EarthLink is one of the largest ISPs in the world, providing Internet connectivity and e-commerce-related services to roughly 5 million individuals and businesses from more than 5,000 points of presence ("POPs"). Among the Internet-related services offered by EarthLink is e-mail service, by which EarthLink's members are allowed to compose, send, and retrieve e-mail messages. EarthLink members may send and receive e-mails to and from other EarthLink members, as well as any other Internet users. EarthLink's costs of doing business are borne in part by membership fees and service fees paid by its members. EarthLink carries on the dedication to customer service and satisfaction of its predecessor companies, including EarthLink Network, Inc. and MindSpring Enterprises, Inc., who merged in February 2000 to form EarthLink.

12.

EarthLink has invested substantial sums of money in developing and marketing its Internet-related and e-mail-related services. EarthLink's e-mail system is operated through dedicated computers known as "servers" which store and route

e-mail messages for EarthLink members. The system was created and is maintained solely for the benefit of EarthLink's members, who must agree to specific terms of use prior to activation of their accounts. These terms include, and have at all relevant times included, strict prohibitions against use of the EarthLink system or name in relation to spamming or spoofing, as well as the use of false or fraudulent information in relation to account activation. A true and correct copy of the EarthLink Internet Service Agreement, to which all EarthLink account holders must agree, is attached hereto at Exhibit A. Furthermore, a true and correct copy of the EarthLink Acceptable Use Policy, which governs the use of EarthLink's network by members and non-members, is attached hereto at Exhibit B.

13.

Each EarthLink member is given a unique EarthLink address so that he or she can send and receive e-mail via personal computer. Each member's address consists of a unique name selected by the member plus the EarthLink domain designation. For example, user John Doe III might choose "johndoeIII@earthlink.net" as his e-mail address. Some EarthLink users have e-mail addresses that end in other domains (such as "mindspring.com"). These are carry-overs from mergers (i.e., the EarthLink/Mindspring merger) and from other companies/domains acquired by EarthLink.

EarthLink's mail servers have a finite capacity designated to accommodate the demands imposed by EarthLink's members.

14.

EarthLink's computer system is not designed to accommodate, and is vulnerable to disruption by, indiscriminate mass mailings, as described below, from irresponsible and criminal parties like Defendants.

Defendants And Their Wrongful Acts - Generally

15.

Defendants are criminals. They have engaged in illegal acts, including credit card theft, account theft, the receipt and use of stolen credit card numbers and/or computer accounts, fraud, spamming, and/or spoofing. Specifically, Defendants have engaged in unsolicited commercial e-mail campaigns in relation to which they have: (a) converted and trespassed upon EarthLink's computer equipment for their own purposes; (b) stolen and resold Internet-related services from EarthLink or knowingly received services stolen by someone else; (c) stolen passwords and credit-card numbers from innocent third-parties (or knowingly received the same); (d) infringed upon the intellectual property of EarthLink; (e) damaged EarthLink's business reputation; and/or (f) otherwise committed the wrongful acts described below.

**Defendants' Theft, Fraud, Spamming
And Spoofing Schemes And The Resulting Damages**

16.

Defendants have engaged in a massive scheme of theft, spamming, and spoofing, and have intentionally disregarded the harm and damages caused to their victims. Each Defendant has at all times been aware of the illegality of and harm caused by his spamming and spoofing schemes. The specific illegal acts of the Defendants include the following:

(a)

John Does 1-50 include those people or entities collectively dubbed the "Alabama Spammers" by EarthLink's Abuse Department. Prior to and throughout 2003 and continuing into 2004, the Alabama Spammers have used stolen and/or bogus credit card numbers and bank account numbers to fraudulently purchase hundreds of dial-up Internet accounts from EarthLink. The Alabama Spammers then use the stolen EarthLink accounts in furtherance of their illegal campaigns of unsolicited commercial e-mail. The name assigned to these spammers by EarthLink (the "Alabama Spammers") arises from the frequent use by these spammers of phone lines in or around Birmingham, Alabama to connect to EarthLink POPs in that area. The Alabama Spammers' criminal organization is technologically sophisticated and includes the following characteristics:

- the use of automated dialing and log-on devices that can attempt thousands of connection attempts per hour;
- the use of certain of the stolen EarthLink accounts as "monitor accounts," which the Alabama Spammers include in their spam mailing lists and then periodically check to ensure that their spam e-mails are not being filtered or otherwise intercepted by EarthLink;
- the use by the Alabama Spammers of a hierarchy of bogus names, false addresses, and non-existent corporate entities to disguise the true identities of the involved individuals; and
- the use of dynamically-hosted web sites, in relation to which a given Alabama Spammer posts his web site at the dynamic IP address assigned by EarthLink to his computer when he connects to the Internet using a stolen EarthLink dial-up account.

The dubious products and services advertised in the Alabama Spammers' illegal e-mails include "herbal Viagra," adult matchmaking services, and spam-for-hire services.

(b)

John Does 51-75 include those people or entities collectively dubbed the "Vancouver Spammers" by EarthLink's Abuse Department. Prior to and throughout 2003, John Does 51-75 have used stolen and/or bogus credit card numbers and bank account numbers to fraudulently purchase hundreds of dial-up Internet accounts from EarthLink. The Vancouver Spammers in turn use the stolen EarthLink accounts in furtherance of their illegal campaigns of unsolicited commercial e-mail, which almost always involve a category of Internet fraud known as "phishing" (the "hacker-speak" spelling of "fishing"). Phishing is a form of identity theft. Specifically, pursuant to this scam, the

Vancouver Spammers have used the EarthLink e-mail system to send EarthLink Members massive numbers of fraudulent e-mails in which the Defendant impersonates the recipient's ISP. The e-mails direct the recipient/victim to respond with credit card information, account/password information, social security number, and/or other similarly confidential information. The bogus e-mail typically claims that the victim's ISP has lost the victim's account payment information or has otherwise experienced payment-related problems in relation to the victim's account. The e-mail directs the victim to provide the requested information via either a return e-mail or a similarly-bogus, linked-to web site made to look like an "official" site. The working name "Vancouver Spammers" arises from the frequent use by these spammers of phone lines in or around Vancouver, British Columbia to connect to EarthLink POPs in that area of Canada.

(c)

John Does 76-100 include other people or entities, including Steve and Derek Goodwin, who have used stolen and/or bogus credit card numbers and bank account numbers to fraudulently purchase dial-up Internet accounts from EarthLink and/or who have used EarthLink's Internet resources in furtherance of their illegal campaigns of unsolicited commercial e-mail.

17.

EarthLink's phone lines, servers, and computers have been bombarded with a multitude of complaint calls and e-mails from Internet users and other Internet-related companies and ISPs around the world who complained of the Defendants' illegal acts and/or who thought that EarthLink had somehow participated in or condoned those bad acts, or had failed to take reasonable steps to prevent these acts.

18.

EarthLink has been forced to devote substantial time and resources to the problems caused by Defendants' illegal acts. These wrongful acts have accordingly resulted in substantial money damages for EarthLink, including loss of reputation and lost profits.

19.

Defendants were aware at all times of the illegal nature and consequences of their credit card and password fraud and theft and of their spamming and spoofing operations. Furthermore, Defendants knew that the quantity of complaints and returned mail resulting from their illegal schemes would damage the reputation of EarthLink and the performance of EarthLink's Georgia computer systems.

20.

Defendants likewise knew that their use of EarthLink's name and computers was not authorized. Finally, Defendants knew that

they were prohibited from spamming EarthLink accounts with their illegal e-mails.

21.

Defendants have at all relevant times been aware of the damage to all legitimate and ethical Internet users and Internet-related companies, including EarthLink, caused by their illegal acts.

COUNT I
FEDERAL CIVIL RICO VIOLATIONS

22.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 21 above as if the same were set forth herein in full.

23.

18 U.S.C. § 1964 creates a private cause of action for persons and entities injured by violations of 18 U.S.C. § 1962 (the federal Racketeer Influenced & Corrupt Organizations Act).

24.

Defendants' theft, e-mail schemes, mail fraud, and wire fraud detailed above constitute "racketeering activity" as that term is defined in 18 U.S.C. § 1961.

25.

Defendants' theft, scams, and schemes detailed above constitute a pattern of racketeering activity, as required by 18 U.S.C. § 1961.

26.

In violation of 18 U.S.C. § 1962(a), Defendants have, through the pattern of racketeering activity described above and through the income derived therefrom, used and/or invested such income and its proceeds to acquire, establish and operate an enterprise engaged in and affecting interstate and foreign commerce.

27.

In violation of 18 U.S.C. § 1962(b), Defendants have, through the pattern of racketeering activity described above and through the proceeds derived therefrom, acquired and/or maintained, directly or indirectly, an interest in and/or control of an enterprise engaged in and affecting interstate and foreign commerce.

28.

In violation of 18 U.S.C. § 1962(c), Defendants have, through a pattern of racketeering activity, conducted and participated in, directly or indirectly, an enterprise engaged in and affecting interstate and foreign commerce.

29.

In violation of 18 U.S.C. § 1962(d), Defendants have conspired and/or endeavored to violate the provisions of 18 U.S.C. §§ 1962 (a), (b) and (c).

30.

Pursuant to 18 U.S.C. § 1964, Defendants are liable to EarthLink for three times EarthLink's actual damages, punitive damages, attorney fees, investigative costs, and all other costs associated with or necessitated by the present litigation.

31.

Pursuant to 18 U.S.C. § 1964, EarthLink is entitled to a preliminary injunction and a permanent injunction directing Defendants to cease and desist from the above-described conduct.

COUNT II
VIOLATION OF THE ELECTRONIC
COMMUNICATIONS PRIVACY ACT

32.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 31 above as if the same were set forth herein in full.

33.

Defendants have and are engaged in acts constituting a violation of Chapter 121 - the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.

34.

EarthLink owns a computer network through which electronic communication services are provided to its customers.

35.

Defendants, through means of one or more computers used in interstate commerce, intentionally obtained access to EarthLink's

facilities by causing to be transmitted into or through EarthLink's systems excessive amounts of unsolicited electronic communications. Defendants' access to EarthLink's systems occurred without EarthLink's authorization and beyond the bounds of any authorization Defendants might reasonably claim. Defendants' acts complained of herein were done knowingly and with the specific intent of assisting in Defendants' scheme to distribute via e-mail for profit, on an unsolicited, illegal, and improper basis, promotional material and advertisements.

36.

Defendants' violations of the Electronic Communications Privacy Act have caused and/or contributed to damage and/or diminution of speed and utility to the computers, computer systems, networks, information, data and programs that comprise EarthLink's network. This damage and diminution of performance prevents or diminishes the authorized access to and/or use of EarthLink's systems by EarthLink's customers and personnel, thereby causing injury to EarthLink.

37.

Defendants' violations of the Electronic Communications Privacy Act have caused and continue to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this

Court, Defendants will continue these acts of conversion, thereby causing EarthLink further immediate and irreparable damage.

38.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT III
VIOLATION OF THE COMPUTER
FRAUD AND ABUSE ACT

39.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 38 above as if the same were set forth herein in full.

40.

Defendants have and are engaged in acts constituting violation of the Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq.

41.

EarthLink maintains one or more computers as defined in § 1030(e) of the Computer Fraud and Abuse Act through which e-mail transmissions are received, stored and/or disseminated.

42.

Defendants, without authorization, or at the very least exceeding any authorization which they might have reasonably claimed, knowingly and willfully caused, through the means of a computer used in interstate commerce, the transmission of programs, information, codes or commands to EarthLink's computer facilities, with the intent, or at the very least, with reckless disregard of a substantial and unjustified risk, that their transmissions would damage, or cause damage to, a computer, computer system, network, information, data or program comprising a part of EarthLink's computer facilities. This is especially true in relation to such use and access accomplished through stolen credit cards and stolen passwords/accounts.

43.

Defendants' willful transmission of one or more programs, information, codes or commands to EarthLink's computer facilities have in fact caused or contributed to damage to and/or diminished performance of the computer, computer systems, networks, information, data, and programs which comprise said facilities and furthermore have caused the withholding and denial of use of the computers, computer services, systems, networks, information, data, and programs of EarthLink's computer facilities, thereby causing injury to EarthLink.

44.

The foregoing acts and conduct of Defendants have caused, and if not enjoined will continue to cause, loss or damage to one or more other persons, including EarthLink, of a value aggregating \$1,000 or more during the applicable one year period.

45.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

46.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT IV
UNFAIR COMPETITION THROUGH
FALSE DESIGNATION (LANHAM ACT)

47.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 46 above as if the same were set forth herein in full.

48.

Defendants have and are engaged in acts of unfair competition through the use of false designations of origin and false advertising in violation of Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a).

49.

Defendants have used and are using the domain name and service mark "earthlink.net" in relation to their illegal e-mails. Accordingly, Defendants have made and are making false express and implied representations that their services and junk e-mails originate with, are associated with, and/or are endorsed or allowed by EarthLink in such a manner as to create a likelihood of confusion among the recipients and readers of those e-mails, thereby inducing the belief that, contrary to fact, Defendants' advertisements are rendered, sponsored, or otherwise approved by, or connected with EarthLink.

50.

Defendants' acts have irreparably damaged, impaired and diluted EarthLink's goodwill and good name. This is especially

true insofar as Defendants' acts induce those viewing or receiving Defendants' advertisements to conclude incorrectly on the basis of this misrepresentation that EarthLink was somehow connected with, condoned, or otherwise participated in or allowed the illegal e-mails and schemes.

51.

Defendants' use of EarthLink's "earthlink.net" domain name and service mark in connection with their illegal acts and e-mails constitutes use of a false designation of origin. Defendants' representations that their services and advertisements originate with or are endorsed by EarthLink constitute a use of false descriptions or representations of fact, within the meaning of Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a). Further, Defendants' use of EarthLink's domain name/service mark "earthlink.net" constitutes unfair competition entitling EarthLink to the remedies afforded pursuant to Section 43(a) of the Trademark Act of 1946, 15 U.S.C. § 1125(a).

52.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will

continue these acts, thereby causing EarthLink further immediate and irreparable damage.

53.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT V
DILUTION OF FAMOUS MARK (LANHAM ACT)

54.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 53 above as if the same were set forth herein in full.

55.

Defendants have and are engaged in acts constituting service mark dilution in violation of Section 43(c) of the Trademark Act of 1946, 1115 U.S.C. § 25(c).

56.

Defendants have made commercial use of the name and mark "earthlink.net" with the willful intent to trade on EarthLink's reputation and to cause dilution of the famous mark/name "earthlink.net".

57.

Defendants' use of this name and mark began long after EarthLink's mark and name had become well-known and famous.

58.

Defendants' use of this name and mark causes dilution of its distinctive quality.

59.

Defendants' use of this name and mark lessens its capacity to identify and distinguish EarthLink's goods, services, and customers.

60.

Defendants' activities complained of herein constitute service mark dilution within the meaning of Section 43(c) of the Trademark Act of 1946, 15 U.S.C. §§ 1125(c).

61.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

62.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive

manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT VI
GEORGIA CIVIL RICO VIOLATIONS

63.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 62 above as if the same were set forth herein in full.

64.

O.C.G.A. § 16-14-6(c) creates a private cause of action for persons and entities injured by violations of O.C.G.A. 16-14-4 (Georgia's "RICO" or Racketeer Influenced & Corrupt Organizations Act).

65.

Defendants' fraudulent scams and schemes detailed above (and, in fact, each individual e-mail sent by Defendants) constitute "racketeering activity" as that term is defined in O.C.G.A. § 16-14-3(3).

66.

Defendants' e-mails and illegal Internet-related schemes constitute a pattern of racketeering activity, as required by O.C.G.A. § 16-14-3(2).

67.

In violation of O.C.G.A. § 16-14-4(a), Defendants have, through the pattern of racketeering activity described above and through the proceeds derived therefrom, acquired and/or maintained, directly or indirectly, an interest in and/or control of an enterprise, real property, and or personal property (including but not limited to money).

68.

In violation of O.C.G.A. § 16-14-4(b), Defendants have, through a pattern of racketeering activity, conducted and participated in, directly or indirectly, an enterprise.

69.

In violation of O.C.G.A. § 16-14-4(c), Defendants have conspired and/or endeavored to violate the provisions of § 16-14-4(a) and (b).

70.

Pursuant to O.C.G.A. § 16-14-6, Defendants are liable to EarthLink for three times its actual damages, punitive damages, attorney fees, investigative costs, and all other costs associated with or necessitated by the present litigation.

71.

Pursuant to O.C.G.A. § 16-14-6, EarthLink is entitled to a preliminary injunction and a permanent injunction directing Defendants to cease and desist from the above-described conduct.

COUNT VII
BREACH OF CONTRACT (TERMS OF SERVICE)

72.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 71 above as if the same were set forth herein in full.

73.

In relation to any functioning EarthLink account or address used by a Defendant to send any of their illegal e-mails or otherwise aid in their illegal schemes, Defendants' use of such account/address was in express violation of the respective contracts between them and EarthLink. .

74.

Specifically, in relation to any such account or address, Defendants were required to and did expressly ratify and accept EarthLink's Internet Service Agreement and Acceptable Use Policy, which expressly prohibit any use of the EarthLink name or account in any manner in relation to spamming or spoofing. The use of stolen accounts or credit cards is also, of course, prohibited.

75.

In such case, Defendants' use of EarthLink's name, computer system, and resources, in addition to the causes of action set forth above and below, constitutes breach of contract.

76.

As a result of these wrongful acts of Defendants, EarthLink has suffered irreparable injury, loss of reputation, and

pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts of misappropriation, thereby causing EarthLink further immediate and irreparable damage.

77.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT VIII
VIOLATION OF THE GEORGIA
COMPUTER SYSTEMS PROTECTION ACT
(COMPUTER THEFT AND TRESPASS)

78.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 77 above as if the same were set forth herein in full.

79.

Defendants have and are engaged in acts constituting violation of the Georgia Computer Systems Protection Act, O.C.G.A. §§ 16-9-90 et seq.

80.

In committing the wrongful acts detailed above, including but not limited to Defendants' theft of EarthLink accounts and their theft of and trespass upon EarthLink's computer resources, Defendants have used the computers and/or computer networks of EarthLink with knowledge that such use was and is without authority and with the intention of taking EarthLink's property, obtaining that property by deceitful means or artful practice, and/or converting that property to Defendants' use in violation of Defendants' legal obligations.

81.

Defendants have accordingly committed "Computer Theft" as that term is defined at O.C.G.A. § 16-9-93(a).

82.

Furthermore, in committing the wrongful acts detailed above, including but not limited to Defendants' theft of EarthLink accounts and their theft of and trespass upon EarthLink's computer resources, Defendants have used the computers and/or computer networks of EarthLink with knowledge that such use was and is without authority and with the intention of interfering with EarthLink's and its members' use of EarthLink computer programs and data, and/or altering, damaging and/or causing the malfunction of EarthLink's network and computer system.

83.

Defendants have accordingly committed "Computer Trespass" as that term is defined at O.C.G.A. § 16-9-93(b).

84.

Defendants' violation of the Georgia Computer Systems Protection Act has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of any jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts of misappropriation, thereby causing EarthLink further immediate and irreparable damage.

85.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT IX
UNFAIR COMPETITION (STATE)

86.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 85 above as if the same were set forth herein in full.

87.

Defendants have and are engaged in fraudulent acts or practices in violation of the prohibition against unfair competition found at O.C.G.A. § 23-2-55.

88.

Defendants have used and are using EarthLink's computer equipment and name in connection with the above-described e-mail schemes in such a manner as to misrepresent the source, sponsorship, approval, and/or certification of the e-mail schemes and advertisements. The use of this name and domain designation by Defendants creates the unreasonable risk that recipients and other readers of the e-mails described above may conclude that there exists some affiliation, connection or association between and among EarthLink, the e-mails, and the sender of the e-mails.

89.

Defendants' acts have damaged, impaired, and diluted that part of EarthLink's goodwill and good name symbolized by the above-discussed names and marks of EarthLink. The nature, probable tendency, and effect of Defendants' use of these names and properties in the manner alleged is to enable Defendants to deceive the public.

90.

Defendants' use of EarthLink's intellectual property - the above-identified domain designations and names - as alleged

constitutes unfair competition as prohibited by O.C.G.A. § 23-2-5.

91.

Defendants had actual knowledge of EarthLink's rights at the time they decided to use EarthLink's mark and name(s) in connection with their theft-related and illegal-e-mail-related schemes. Thus, Defendants willfully and deliberately infringed EarthLink's rights.

92.

Defendants' unfair business practices are of a recurring nature and harmful to the consumers and the public at large, as well as EarthLink. These practices constitute unlawful, unfair, and fraudulent business practices and unfair, deceptive, untrue, and misleading advertising.

93.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

94.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive

manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT X
DECEPTIVE TRADE PRACTICES

95.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 94 above as if the same were set forth herein in full.

96.

Defendants have and are engaged in fraudulent acts or practices in violation of the prohibition against deceptive trade practices found at O.C.G.A. § 10-1-372 et seq.

97.

Defendants have used and are using EarthLink's intellectual property in connection with the above-described e-mail schemes in such a manner as to misrepresent the source, sponsorship, approval, and/or certification of the e-mail schemes and advertisements. The use of these names by Defendants creates the unreasonable risk that recipients and other readers of the e-mails described above may conclude that there exists some affiliation, connection or association between and among EarthLink, the e-mails, and the sender of the e-mails.

98.

Defendants' acts have damaged, impaired, and diluted that part of EarthLink's goodwill symbolized by EarthLink's names and marks. The nature, probable tendency, and effect of Defendants' use of these names/marks in the manner alleged is to enable Defendants to deceive the public.

99.

Defendants' use of EarthLink's names and marks in the manner alleged constitutes deceptive trade practices of a type prohibited by O.C.G.A. § 10-1-372 et seq.

100.

Defendants had actual knowledge of EarthLink's rights at the time they decided to use EarthLink's intellectual property in connection with their theft-related and illegal-e-mail-related schemes. Thus, Defendants willfully and deliberately infringed EarthLink's rights.

101.

Defendants' unfair business practices are of a recurring nature and harmful to the consumers and the public at large, as well as to EarthLink. These practices constitute unlawful, unfair, fraudulent, and deceptive business practices, and unfair, deceptive, untrue, and misleading advertising.

102.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of

reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

103.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT XI
MISAPPROPRIATION OF COMPUTER RESOURCES

104.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 103 above as if the same were set forth herein in full.

105.

Defendants have and are engaged in acts of misappropriation in that Defendants, without authorization, have used EarthLink's proprietary e-mail system and proprietary computer resources in relation to the transmission of unsolicited and improper promotional and advertising material (including the direct spamming of EarthLink members). Moreover, Defendants gained

fraudulent access to such system by means of stolen credit card numbers and account passwords.

106.

Defendants' use of EarthLink's computer systems and resources, from which Defendants derived profits or income to the detriment of EarthLink and its customers, constitutes the unfair and unlawful misappropriation of valuable commercial property and resources owned by EarthLink.

107.

Defendants' unlawful and inequitable activities have damaged and diluted the commercial value of the services offered by EarthLink and have resulted in the misappropriation by Defendants of EarthLink's equipment, skill, expenditures, and labors.

108.

The activities of Defendants described herein constitute misappropriation of EarthLink's commercial property and services in violation of the common law of the State of Georgia.

109.

Defendants' misappropriation of EarthLink's commercial property and services has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts of

misappropriation, thereby causing EarthLink further immediate and irreparable damage.

110.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT XII
CONVERSION

111.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 110 above as if the same were set forth herein in full.

112.

Defendants have and are engaged in acts of conversion in violation of the law of the State of Georgia.

113.

The computers, computer networks, and computer services that comprise EarthLink's e-mail systems are the personal property of EarthLink. Defendants, without authorization, have intentionally used EarthLink's e-mail systems for Defendants' own commercial benefit. This unauthorized use by Defendants has deprived

EarthLink and its customers of the legitimate use of these proprietary and commercially valuable systems.

114.

Defendants' conversion of EarthLink's commercial property has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts of conversion, thereby causing EarthLink further immediate and irreparable damage.

115.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by Defendants' illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT XIII
TRESPASS

116.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 115 above as if the same were set forth herein in full.

117.

Defendants have and are engaged in acts of trespass to property in violation of the law of the State of Georgia.

118.

The computers, computer networks, and computer services that comprise EarthLink's e-mail system are the personal property of EarthLink. Defendants, without authorization, have intentionally used EarthLink's e-mail systems and computer resources for their own commercial benefit. This unauthorized use by Defendants has deprived EarthLink and its customers of the legitimate use of this proprietary and commercially valuable system.

119.

Defendants' trespass upon EarthLink's commercial property has caused and continues to cause EarthLink to suffer irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts of trespass, thereby causing EarthLink further immediate and irreparable damage.

120.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused

by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

COUNT XIV
UNJUST ENRICHMENT

121.

EarthLink realleges and incorporates by reference the allegations contained in paragraphs 1 through 120 above as if the same were set forth herein in full.

122.

Defendants have and are engaged in acts of unjust enrichment entitling EarthLink to quasi-contract relief under the law of the State of Georgia.

123.

Defendants have derived economic benefit from the dissemination of unsolicited commercial messages through the unauthorized use of EarthLink's proprietary computer resources, equipment, and intellectual property.

124.

Defendants have paid no compensation to EarthLink for the dissemination of Defendants' unsolicited messages and advertisements using EarthLink's names, marks, and resources, or for the hundreds of stolen EarthLink accounts used by Defendants.

125.

As a result of their conduct, Defendants have been unjustly enriched.

126.

As a result of Defendants' acts, EarthLink has suffered and continues to suffer and incur irreparable injury, loss of reputation, and pecuniary damages to be proved at trial, in excess of the jurisdictional amount-in-controversy requirements of this Court. Unless enjoined by this Court, Defendants will continue these acts, thereby causing EarthLink further immediate and irreparable damage.

127.

The above-mentioned acts by Defendants were despicable in nature and done in an intentional, malicious, and oppressive manner in conscious disregard of EarthLink's rights. This is especially true given Defendants' knowledge of the damage caused by their illegal conduct. Accordingly, EarthLink is entitled to punitive damages in an amount to be determined at trial.

PRAYER FOR RELIEF

128.

WHEREFORE, Plaintiff EarthLink prays for judgment against Defendants, and each of them, jointly and severally, that includes:

- (a) A preliminary and permanent injunction enjoining Defendants and any affiliated persons or entities from:
 - (1) directly or indirectly sending or transmitting **any** **unsolicited commercial e-mails to any Internet user,**

including but not limited to any such messages that references or uses in any way EarthLink or any of its property, computers, domains, or users; and (2) engaging in any further illegal activities in relation to the theft and/or misuse of third-party credit card numbers, passwords, or e-mails accounts;

(b) Special and general damages in an amount to be proven at trial;

(c) The trebling of its damages pursuant to statutory law cited herein;

(d) Punitive and exemplary damages in an amount to be proven at trial;

(e) Reasonable attorney fees herein;

(f) Costs of suit incurred herein; and

(g) Such other and further relief as this Court may deem just and proper.

This 16th day of February, 2004.

Respectfully submitted,

WELLBORN & BUTLER, LLC

A handwritten signature in dark ink, appearing to read "Paul F. Wellborn, III", is written over a horizontal line.

Paul F. Wellborn, III
Georgia Bar No. 746720
Kelly O. Wallace
Georgia Bar No. 734166

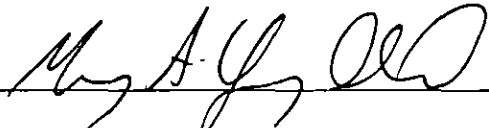
1372 Peachtree St., N.E., Suite 204
Atlanta, GA 30309

Phone: (404) 815-9595
Fax: (404) 815-9957
E-mail: pete@wellbornlaw.com

Attorneys for EarthLink, Inc.

VERIFICATION

Under penalty of perjury, I represent and aver on this 13th day of February, 2004, that the facts set forth in the preceding First Amended Verified Complaint are true and correct.



Mary Youngblood
Abuse Team Manager
EarthLink, Inc.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

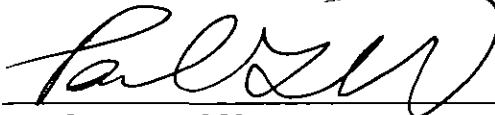
EARTHLINK, INC.,)	
)	
Plaintiff,)	
)	
v.)	CASE NO. 1:03-CV-2559
)	
JOHN DOES 1-50 (the "Alabama)	
Spammers"); JOHN DOES 51-75)	
(the "Vancouver Spammers"); and)	
JOHN DOES 76-100,)	
)	
Defendants.)	

RULE 7.1 CERTIFICATE OF
COMPLIANCE WITH LOCAL RULE 5.1

This is to certify that the foregoing First Amended Verified Complaint was prepared using 12 point Courier New font and accordingly complies with Local Rule 5.1. This certificate is given in compliance with Local Rule 7.1(D).

This 16th day of February, 2004.

WELLBORN & BUTLER, LLC



Paul F. Wellborn, III
Georgia Bar No. 746720
Kelly O. Wallace
Georgia Bar No. 734166

1372 Peachtree St., N.E., Suite 204
Atlanta, GA 30309
Phone: (404) 815-9595
Fax: (404) 815-9957
Attorneys for EarthLink, Inc.

INDEX TO EXHIBITS

Exhibit A EarthLink Internet Service Agreement

Exhibit B EarthLink Acceptable Use Policy

Exhibit C Sample Spam

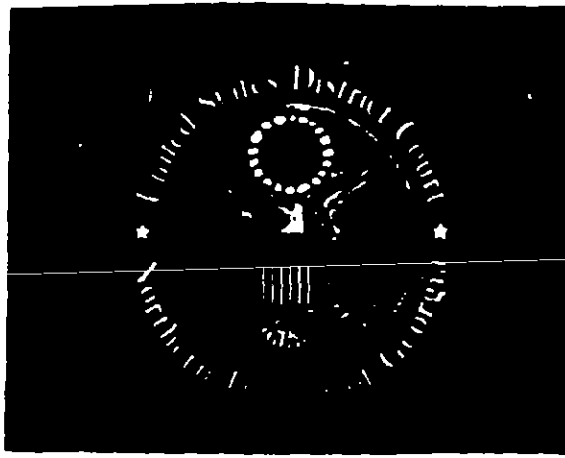


EXHIBIT / ATTACHMENT

A

(To be scanned in place of tab)

EXHIBIT A

EARTHLINK INTERNET SERVICE AGREEMENT

EARTHLINK INTERNET SERVICE AGREEMENT

READ THIS AGREEMENT CAREFULLY BEFORE USING ANY EARTHLINK SERVICE. SPECIFIC TERMS FOR WEB HOSTING AND DOMAIN SERVICE ARE LOCATED AT THE END OF THE AGREEMENT (Sections 15 and 16).

1. AGREEMENT

This is an agreement between EarthLink, Inc. and you to provide EarthLink Internet Service ("the Service"). By establishing an account, using the Service, using EarthLink-provided software, using the equipment or indicating agreement through the software or website, you agree to be bound by this Agreement, including future revisions and to use the Service in compliance with the current EarthLink Acceptable Use Policy. The most recent versions of all EarthLink policies may be found at www.earthlink.net/about/policies.

2. TERM

If your Service has a specific initial term (like twelve (12) months) this agreement will continue on a month-to-month basis after the initial term is over. EarthLink reserves the right to change prices of the Service upon 30 days notice. EarthLink reserves the right to change features of the Service at any time. Current Service prices and features may be obtained by visiting our website www.earthlink.net or by calling (888) 327-8454.

3. THE SERVICE

Depending on the type of Service that you sign up for, the Service may include internet access, software, hardware, email, webspace and other features. From time to time EarthLink may impose reasonable rules and regulations regarding the use of the Services.

The Service speed can vary depending on location, line quality, inside wiring, Internet traffic, and other factors beyond the control of EarthLink. EarthLink provides the Service on a "best effort" standard and does not guarantee upload or download speeds. Some line stabilization may be necessary for service. Line stabilization could include the lowering of provisioned line speed. Should the lowering of line speed occur, EarthLink will NOT be able to increase the line speed once the connection is stabilized. Some Services may only work using certain phone service carriers or non-PBX (including rollover/party line) phone systems.

Your Service may limit the amount of data that you can upload and/or download each month ("bandwidth") or may be priced according to the amount of bandwidth you use per month. Please see the description of your particular Service by referring to the appropriate product page at for more information. If during any month, you exceed a monthly bandwidth limit associated with your Service, EarthLink may, going forward, change your Service to one permitting such bandwidth use (as provided for in the Service description) and you agree to the standard fees EarthLink charges for such Service. EarthLink will provide you with thirty (30) days notice of any such change to your Service.

You may purchase a separate dial-up account while waiting for certain Services that require installation. You are solely responsible for determining if use of a particular dial-up number will cause you to incur long-distance, toll, or any other charges, including simultaneous login charges. EarthLink is not responsible for any long-distance, toll, or other charges you incur. Toll-free (800, 888, 877), international, and simultaneous login access costs will be extra. Current prices are listed on the EarthLink homepage at www.earthlink.net. EarthLink may change its POP numbers at any time. EarthLink reserves the right to direct you to use certain numbers to access the Service or to restrict use of specific access numbers. Usernames, passwords, email addresses and IP addresses are EarthLink's property and EarthLink may alter or

replace them at any time.

Using a dial-up account for high volume or commercial use (e.g., revenue generation, advertising, etc.) is prohibited. Email accounts exceeding allotted email space may, depending on the Service and at EarthLink's discretion, be suspended and be transferred to a compressed temporary file or storage or may be deleted. EarthLink may delete the temporary file from the server 60 days after notifying you. You agree not to use any automatic method to avoid inactivity disconnect or to otherwise maintain a connection unless actively using a dial-up connection. You agree not to provide any public information services over a dial-up connection.

4. CANCELLATION

To cancel the Service you must do the following:

Phone Cancellation:

Dial-Up	(888) EARTHLINK.
Residential DSL Service	(888) EARTHLINK.
Home Networking	(888) 829-8466
Web Hosting and Domain	(888) 932-1997
Wireless	(888) 304-2773
Cable - Time Warner	(800) 817-5508
Cable - Comcast	(866) 570-8333
Cable - Charter Pipeline	(888) 828-5288
MailStation	(866) 874-2071
Satellite	(800) 635-0373

Business, Small Office and Extended DSL must send a FAX to (408) 881-3011. We require 30 days notice for service cancellation. To process your cancellation request, we require that you provide the following: (1) Written request submitted on company letterhead by your billing contact (2) Your customer or account number (3) Current phone number (4) Reason for canceling service. Cancellation will be effective at the end of the billing period 30 days after the notice of cancellation is received.

Mail Cancellation:

Send registered or certified mail, return receipt requested to EarthLink, Inc., Cancel (list type of service), 1375 Peachtree Street, Level A, Atlanta, GA 30309. Please put the type of service you have in the address. See Section 4.5 below for information on returning equipment.

Boingo – Wireless High Speed call (800) 641-1829 or send registered or certified mail, return receipt requested, addressed to 1601 Cloverfield Blvd, Suite 570 South, Santa Monica, CA 90404

EarthLink may terminate this Agreement, your password, your account, or your use of the Services for any reason, including, without limitation, if EarthLink, in its sole discretion, believes you have violated this Agreement, violated the EarthLink Acceptable Use Policy or if you fail to pay any charges when due. Termination notice will be by email or U.S. Mail to the address you provided for the Service. Sections 4, 4.5, 6, 7, 10, 11, 12, 13, 15 and 16 of this Agreement shall survive termination of this Agreement.

4.5 CANCELLATIONS AND RETURNED MERCHANDISE

The following applies to DSL, Home Networking, Wireless Email and MailStation Services only:

All equipment returns must have an EarthLink provided shipping label or they will be rejected.

If you cancel your account and return all equipment within 30 days of your shipping date (the date EarthLink mails your equipment), EarthLink will refund all fees incurred to date, excluding postage and handling (and activation fee for MailStation), if you return all equipment provided to you by EarthLink in their original packaging (or equivalent) using an EarthLink supplied return shipping label. EarthLink will not refund any fees after 30 days of your shipping date. EarthLink will mail you a shipping label upon cancellation and will not accept returns without an EarthLink supplied shipping label.

If after 30 days of your original shipping date you are dissatisfied with the Service or any related terms, conditions, rules, policies, guidelines, or practices, your sole remedy is to discontinue using the Service, cancel your account, and pay any cancellation fees that apply. Cancellation will be effective at the end of the current billing period in which notice of cancellation is received. Upon cancellation, email service will be terminated and all files stored on EarthLink servers will be deleted.

If EarthLink is providing equipment to you for your use of the Service, cancellation, downgrading or changing the Service by you before the initial term of the agreement ends may result in an extra charge. If you move a fixed-location Service to a new residence or switch phone lines within the same residence during the initial term, you may be charged an additional fee. If EarthLink can provide a broadband service at the new residence or on the new line, EarthLink will issue a credit or a refund to your account providing you renew for another 12 months within 60 days from the time you terminated service at your old residence.

EarthLink, in its discretion, may replace equipment due to manufacturer's defect at no cost to you under the following circumstances: You call the EarthLink Technical Support Department within one year of your original shipping date; The EarthLink Technical Support Department certifies that a defect has occurred and; You return the equipment in the original packaging (or equivalent) using an EarthLink provided shipping label within 30 days of certification. Upon certification, EarthLink will ship replacement equipment to you. Failure to return the certified equipment within 30 days of certification shall result in a charge for the new equipment. EarthLink will not accept the return of equipment without EarthLink Technical Support Department certification and shipping label after 30 days from the original shipping date. EarthLink will not replace any equipment, including replacement equipment, after one year from the your original shipping date.

5. ACCOUNT REQUIREMENTS

In order to order and receive the Service, you must be at least 18 years old and may have to provide a valid credit card or other forms of payment. The Service must be available to your location. Some services require separate active telephone, cable, satellite or wireless service in order for the Service to work. You are responsible for charges for the Service regardless of the status of these separate services. Changing service providers may result in substantial interruption of the Service and may result in fees associated with cancellation and setting up a new account. Your computer may have to meet certain minimum requirements, which may be found on the EarthLink homepage at: www.earthlink.net.

6. PAYMENT

You will be charged a monthly service fee and applicable taxes and other fees. Some services may also include charges for hardware, activation or early cancellation. EarthLink may offer, from time to time, certain promotions with different terms, activation fees, and monthly charges. You must provide accurate billing information including legal name, address, telephone number, and credit card/billing information, and report all changes to this information immediately.

For wireless Services: In order to determine which jurisdiction's taxes and other assessments to collect, federal law requires EarthLink to obtain your Place of Primary Use ("PPU"), which must be your residential street address (if the Wireless Service is primarily for personal use) or business street address (if the Wireless Service is primarily for business use). This address must be within a service area. You hereby

agree to provide EarthLink with your PPU and to notify EarthLink immediately of any changes in your PPU.

You are responsible for any charges to your account. Questions regarding charges to an account should be directed to EarthLink's Customer Service Department at (888) 327-8454. All charges are considered valid unless disputed in writing within thirty (30) days of the billing date. Adjustments will not be made for charges that are more than 30 days old.

Charges are billed to your credit card or debit card, as applicable, each month for the Service and any additional usage, services, taxes and fees. EarthLink is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by EarthLink. Payment by check is due within 30 days after the month in which the charges are incurred. You agree to maintain valid and current credit card information on file with EarthLink at all times.

If purchasing Services through a reseller, the reseller must pay all amounts owing for your account. If the reseller fails to pay EarthLink any amounts due, whether or not you have paid the reseller, your account will be subject to suspension or cancellation until you or the reseller has paid all amounts due. Delinquent accounts may be suspended or canceled at EarthLink's sole discretion; however charges will continue to accrue until the account is canceled. EarthLink may bill an additional charge to reinstate a suspended account.

For fixed-location services, like DSL, Cable, Satellite or other broadband service, moving to another location will require the service to be re-provisioned at the new location. This may result in substantial interruption of the Service and will result in fees associated with cancellation and setting up a new account. Early termination charges will apply even if the cancellation is for reasons of a move to another location.

7. YOUR ACCOUNT, PASSWORD, AND SECURITY

Upon registration, you will receive a username, password, and other account information. You and members of your household or business, if you have purchased a business account, are the only authorized users of your EarthLink account and must comply with this Agreement. You must keep your password confidential so that no one else may access the Services through your account. You must notify EarthLink immediately upon discovering any unauthorized use of your account.

Unless your service includes a Static IP, you will be allocated a Dynamic IP address. EarthLink reserves the right to timeout inactive connections. EarthLink technical support may be limited to EarthLink-provided services, software and/or unmodified hardware. Your email and webspace may be inactivated if you exceed storage limits. You may reduce the size or purchase additional space. Usage and webspace exceeding the allotted amount of bandwidth may be billed for excess traffic. Email, webspace, and bandwidth limits are posted throughout our Web site at www.earthlink.net. These limits may also be obtained by calling 1-800-395-8425. EarthLink reserves the right to change limits at any time upon 30 days prior notice.

8. INSTALLATION

The Service that you have he may include equipment provided by EarthLink ("the Equipment"). The installation, use, inspection, maintenance, repair, and removal of the Equipment may result in service outage or potential damage to your computer. You are solely responsible for backing up all of your existing computer files and data. EarthLink and its employees, agents, contractors, and representatives shall have no liability whatsoever for any damage to or loss or destruction of any of your hardware, software, files, data, or peripherals. You assume responsibility for impacts to or loss of any warranty associated with the opening of your computer for installation purposes.

If you are unable to perform self-installation, EarthLink may suggest an outside vendor to help install the service. You will be responsible for all costs and scheduling associated with the installation by a third

party. You are also responsible for all inside wiring repair necessary to install the service.

For Business DSL, Extended DSL and Satellite: Services require EarthLink-provided professional installment only. If the relationship is terminated by either party (You or EarthLink) before the Activation Date or if the Service is found to be unprovisionable, you must return all materials with all of its original packaging to EarthLink. If you choose to cancel the account after the Activation Date, you will be charged an early termination fee. Because satellite Service equipment is highly sophisticated and FCC regulations for installing and pointing the antenna are very stringent, the equipment MUST be professionally installed by a certified installation technician.

EARTHLINK DOES NOT REPRESENT, WARRANT, OR COVENANT THAT INSTALLATION BY YOU OR A THIRD PARTY CHOSEN BY YOU WILL ENABLE YOU TO SUCCESSFULLY ACCESS, OPERATE, OR USE THE SERVICES, NOR THAT SUCH INSTALLATION WILL NOT CAUSE DAMAGE TO YOUR COMPUTER, DATA, SOFTWARE, FILES, OR PERIPHERALS. IN ADDITION, EARTHLINK SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DAMAGE, OR FOR THE FAILURE TO PROPERLY INSTALL, ACCESS, USE, OR OPERATE THE EQUIPMENT OR SERVICES BECAUSE OF YOUR INSTALLATION. THE FOREGOING LIMITATION OF LIABILITY IS IN ADDITION TO AND SHALL IN NO WAY BE CONSTRUED TO LIMIT ANY AND ALL LIMITATIONS OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT.

EarthLink will make its best effort to provide the Service. Because of the complex nature of internet service, availability, and the underlying infrastructure, it may not be possible to provide the Service to everyone. In its sole discretion, EarthLink may cancel the installation process and refund any money that you have paid. EarthLink will notify you of its intent to cancel as soon as reasonably possible. It may take 30, 60, 90 or more days to determine if EarthLink is able to provide service. EarthLink shall have no responsibility whatsoever for claims arising out of its failure or refusal to complete the installation or provide the Service.

9. MONITORING THE SERVICES

EarthLink has no obligation to monitor the Services, but may do so and disclose information regarding use of the Services for any reason if EarthLink, in its sole discretion, believes that it is reasonable to do so, including to: satisfy laws, regulations, or governmental or legal requests; operate the Service properly; or protect itself and its customers. Please see our Privacy Policy. EarthLink may immediately remove your material or information from EarthLink's servers, in whole or in part, which EarthLink, in its sole and absolute discretion, determines to infringe another's property rights or to violate our Acceptable Use Policy or other policies or laws.

10. SOFTWARE LICENSE

EarthLink grants to you a limited, nonexclusive, nontransferable and non-assignable license to install and use EarthLink software (including software from third-party vendors that EarthLink distributes; in object code format), its associated documentation, and any updates thereto ("Licensed Programs") in order to access and utilize the Services. You agree to use the Licensed Programs solely in conjunction with the Services and for no other purpose. EarthLink may modify the Licensed Programs at any time, for any reason, and without providing notice of such modification to you. All third-party software license agreements can be found on our website at and are hereby incorporated and made a part of this Agreement by reference.

The Licensed Programs constitute confidential and proprietary information of EarthLink and EarthLink's licensors and embody trade secrets and intellectual property protected under United States copyright laws, other laws, and international treaty provisions. All right, title, and interest in and to the Licensed Program, including associated intellectual property rights, are and shall remain with EarthLink and EarthLink's licensors. You shall not, and shall cause your employees and agents not to, disclose or transfer any portion of the Services to any third party. You further agree not to translate, decompile,

reverse engineer, disassemble, modify, reproduce, rent, lease, lend, sublicense, distribute, remarket or otherwise dispose of any portion of the Services. You hereby acknowledge that, if EarthLink at any time or from time to time performs any customizations or modifications to Services, all rights and interests to such customizations or modifications shall be the sole property of EarthLink.

You may not download, use, or otherwise export or re-export the Licensed Programs or any underlying information or technology except in full compliance with all United States and other applicable laws and regulations. By installing or downloading the Software, you represent and warrant that you are not located in, under the control of or a national or resident of any country on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. Contractor/manufacturer is EarthLink, Inc., 1375 Peachtree Street, N.W., Level A, Atlanta, Georgia 30309.

For Web Hosting, EarthLink grants to Customer a non-exclusive, personal, non-transferable license to access and use the Services solely on and as part of EarthLink's World Wide Web site and servers.

11. DISCLAIMERS AND WARRANTIES

CERTAIN EQUIPMENT MAY BE SUBJECT TO THIRD PARTY WARRANTIES, WHICH MAY BE PASSED THROUGH EARTHLINK TO YOU AT NO ADDITIONAL CHARGE. EARTHLINK WILL COMPLY WITH ALL REASONABLE REQUIREMENTS NECESSARY TO AFFECT THE PASS-THROUGH OF THE WARRANTY TO YOU. AT ITS SOLE OPTION WITHIN THE INITIAL TERM, EARTHLINK OR ITS AGENT MAY REPLACE A DEFECTIVE HARDWARE ON BEHALF OF THE MANUFACTURER, PROVIDED YOU FOLLOW ALL APPLICABLE PROCEDURES AND OBTAIN A RETURN MATERIALS AUTHORIZATION (RMA) NUMBER. THIS WARRANTY DOES NOT COVER DEFECTS RESULTING FROM ACTS OUTSIDE OF EARTHLINK'S CONTROL, USE CONTRARY TO SPECIFICATIONS OR INSTRUCTIONS, OR REPAIR OR MODIFICATION BY ANYONE OTHER THAN EARTHLINK OR ITS CONTRACTOR. EARTHLINK RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME. EARTHLINK WILL NOT BE RESPONSIBLE FOR ANY EQUIPMENT DAMAGED BY ANY NATURALLY OCCURRING EVENT SUCH AS LIGHTNING, FLOOD, OR EARTHQUAKE OR OTHER EVENTS OUT OF EARTHLINK'S CONTROL SUCH AS FIRE, POWER SURGES, OR THE ACTS OF OTHERS.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EARTHLINK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF VIRUSES, OR OTHER HARMFUL COMPONENTS. EARTHLINK MAKES NO EXPRESS WARRANTIES AND WAIVES ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH EARTHLINK OR THE INTERNET GENERALLY. NO ADVICE OR INFORMATION GIVEN BY EARTHLINK OR ITS REPRESENTATIVES SHALL CREATE A WARRANTY. EARTHLINK AND ITS EMPLOYEES ARE NOT LIABLE FOR ANY COSTS OR DAMAGES ARISING DIRECTLY OR INDIRECTLY FROM YOUR USE OF THE SERVICES OR THE INTERNET INCLUDING ANY INDIRECT, INCIDENTAL, EXEMPLARY, MULTIPLE, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. IN ANY EVENT, EARTHLINK'S CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO THE USE OF THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT OF SERVICE FEES PAID DURING THE THREE MONTHS IMMEDIATELY PRECEDING A CLAIM.

EARTHLINK SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS, OR PROCEEDINGS RESULTING FROM: OTHER USERS ACCESSING YOUR COMPUTER; SECURITY BREACHES; EAVESDROPPING; DENIAL OF SERVICE ATTACKS; INTERCEPTION OF TRAFFIC SENT OR RECEIVED USING THE SERVICES; YOUR RELIANCE ON OR USE OF THE EQUIPMENT OR SERVICES, OR THE MISTAKES, OMISSION, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSIONS, OR ANY FAILURE OF PERFORMANCE OF THE EQUIPMENT OR SERVICES; THE USE OF THE EQUIPMENT OR SERVICES BY YOU OR A THIRD PARTY THAT INFRINGES THE COPYRIGHT, PATENT,

TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INDUSTRIAL OR INTELLECTUAL PROPERTY RIGHTS, PROPRIETARY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY; THE ACCURACY, COMPLETENESS, AND USEFULNESS OF ALL SERVICES, PRODUCTS, AND OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE PROVIDED THROUGH THE SERVICE OR THE INTERNET.

THE FOREGOING LIMITATION APPLIES TO THE ACTS, OMISSIONS, NEGLIGENCE AND GROSS NEGLIGENCE OF EARTHLINK, ITS OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES WHICH, BUT FOR THIS PROVISION, WOULD GIVE RISE TO THE CAUSE OF ACTION AGAINST EARTHLINK IN CONTRACT, TORT, OR ANY OTHER LEGAL DOCTRINE. YOUR SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT ARE AS EXPRESSLY SET OUT IN THIS AGREEMENT. ANY WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

12. JURISDICTION

California residents are entitled to the following information:

- The Service is provided by EarthLink, Inc., 1375 Peachtree Street, Atlanta, Georgia 30309. Phone: (800) 890-6356
- Charges vary depending of the type of service. Current pricing may be obtained from our website: www.earthlink.net. EarthLink reserves the right to change prices and institute new fees at any time upon 30 days prior notice.
- Complaints and questions about the service should be directed to EarthLink Customer Service at (800) 890-6356. The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1020 N. Street, #501, Sacramento, CA 95814 or by telephone at (916) 445-1254.
- Actions arising from this agreement may be brought in an appropriate California small claims court.

This Agreement is governed by Georgia law without regard to conflict of law provisions. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration, and administered by the American Arbitration Association under its Commercial Arbitration Rules. Any such arbitration will be governed by Georgia law and will be held in Atlanta, Georgia. The arbitrator will be an expert in the field of Internet services. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. There shall be no class action arbitration pursuant to this agreement.

13. MISCELLANEOUS

This Agreement, the Acceptable Use Policy, and EarthLink's other Agreements and policies posted on EarthLink's Web site constitute the entire agreement between you and EarthLink with respect to your use of the Service. EarthLink may revise, amend, or modify the Agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted on EarthLink's Web site: (www.earthlink.net) and/or on your start pages and/or by email and/or in our various publications and mailings to you. This Agreement may not be amended or modified by you except by means of a written document signed by both you and an authorized representative of EarthLink.

You may not assign your rights or delegate any of your duties under this Agreement without the prior written consent of EarthLink, and any attempted assignment or delegation without such consent shall be void. If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. EarthLink will amend or replace such provision with one that is valid and enforceable and which achieves,

to the extent possible, the original objectives and intent of EarthLink as reflected in the original provision. Nothing in this Agreement or in the understanding of the parties construes upon the parties the status of agency, partnership, or other form of joint enterprise between the parties. EarthLink may subcontract any work, obligations or other performance required of EarthLink under this Agreement without your consent.

You shall indemnify and hold EarthLink harmless against all third party claims, demands, suits, actions, judgments, losses, costs, damages (direct, indirect and consequential), attorney's fees and expenses that EarthLink may sustain or incur by reason of any breach or alleged breach of any term or condition of this Agreement, the Acceptable Use Policy, and EarthLink's other agreements and policies and for any act or omission of you or your clients which are in any way related to the EarthLink Service.

14. HOME NETWORKING TECHNICAL SUPPORT POLICY

Due to the wide range of hardware and software configurations and compatibility, it may not be possible for EarthLink to provide technical support for your current set of products. In certain circumstances, it may be necessary to refer you to the manufacturer of your hardware or software vendor for technical support of their products. EarthLink will use its best effort to provide support for the home networking configurations listed on our website at:

15. ADDITIONAL TERMS FOR WEB HOSTING SERVICE

In addition to the applicable terms above, the following terms apply specifically to EarthLink's Web Hosting Service where different from Sections 1-14.

A. Order Acceptance, Payment

A Web Hosting order is only accepted by EarthLink sending written confirmation to you. EarthLink shall charge your credit card for applicable set-up fees and monthly fees according to the Web Hosting Package ("Package") you select. Such fees and charges shall include, without limitation, the fees for connectivity, design services, and charges by any and all third parties whose materials are included as part of the Package. EarthLink reserves the right to change the amount of, or basis for determining, any fees or charges and institute new fees and charges upon prior notice to you.

All monthly fees and set-up fees shall be due in advance of the month incurred and all additional charges shall be due at the end of the month in which such charges are incurred. Except as provided below, the set-up fees are nonrefundable and EarthLink does not issue pro rata refunds for fees paid in advance. Your right to use the Services are subject to any limits established by EarthLink or by the issuer of your credit card. Interest charges of 1% per month (or the highest rate permitted by law if lower than 1% per month) will accrue daily on any unpaid balance, which is more than thirty (30) days overdue. You shall be responsible for any and all taxes related to this Agreement.

B. EarthLink Service

During the term of this Agreement, EarthLink shall provide software services according to the Package selected by you. Current Packages may be found on EarthLink's Web site at www.earthlink.net. Packages shall be deemed incorporated by reference into this Agreement. You shall retain copies of such Package for future reference. EarthLink has the right to change prices, or add or delete product features of any existing product or Service. The right to change products or services extends to any software supporting a product or service. EarthLink has the right to discontinue products or services and the right to remove or reassign IP addresses of a customer's web site. From time to time EarthLink may impose reasonable rules and regulations regarding the use of the Services.

C. Limited 30-Day Money-Back Guarantee

EarthLink offers a thirty (30) day money back guarantee on each Package. Within the first thirty (30) days,

you may cancel your Service by notifying EarthLink by calling the number or writing to the address listed below. In such case, you will receive a full refund of any amounts paid pursuant to this Agreement, except for set-up fees, which are nonrefundable. After the initial thirty (30) day period, the EarthLink Services shall be deemed accepted for all purposes, provided no written claim has been received by EarthLink within such thirty (30) day period.

D. Third Party Providers

In order to access and use the Services, you may be required to subscribe to other Services, including, but not limited to, the EarthLink Internet Access Agreement. In addition, you acknowledge that in order to access certain of the Services, you may have to agree to and execute agreements with third party providers who may charge additional fees and charges in addition to EarthLink.

E. Term and Termination

The Service shall be provided on a month-to-month basis. You may cancel the Service upon thirty (30) days prior notice. EarthLink may immediately and without prior notice terminate upon a violation by Customer of EarthLink's acceptable use policy, non-payment of fees when due or after notice, you fail to correct any breach of this Agreement.

Upon any termination, EarthLink may permit Customer forty-eight (48) hours to download or otherwise copy any of Customer's information and data residing on EarthLink's facilities prior to removing such information and data from EarthLink's facilities. Upon termination by EarthLink under its sole discretion, EarthLink may immediately remove all of Customer's data and information from EarthLink's facilities and Customer shall have no right to copy or download such data or information, and, in such event, all such information and data, including all copyrighted or copyrightable material therein, shall then become the property of EarthLink. In cases where Customer's account has been cancelled, and Customer is requesting reactivation, EarthLink, at its option, may reactivate the same account, only if the account had been cancelled less than sixty (60) days prior. After sixty (60) days, Customer will be required to set up a new account.

To cancel an EarthLink web hosting, domain name services or electronic commerce services, Customer should call the EarthLink toll-free number at 888-932-1997 or send a request via mail to EarthLink, 1375 Peachtree Street NE, Level A, Atlanta, GA 30309, Attention: Web Hosting Cancellations. For assurance of delivery, EarthLink recommends that requests for cancellation be sent via certified mail.

F. Confidentiality

You acknowledge that by reason of your relationship with EarthLink, you may have access to certain information and materials relating to EarthLink's business, customers, software technology and marketing which EarthLink treats as confidential (collectively "Confidential Information"). You shall: (i) hold in confidence, and not disclose or reveal to any person or entity, any Confidential Information without the clear and express prior written consent of a duly authorized representative of EarthLink; and (ii) not use or disclose any of the Confidential Information for any purpose at any time, other than for the limited purpose of performance under this Agreement. These obligations shall continue indefinitely for so long as the Confidential Information is a trade secret under applicable law and shall continue for two (2) years following termination of this Agreement with respect to Confidential Information, which does not rise to the level of a trade secret.

16. ADDITIONAL TERMS FOR DOMAIN REGISTRATION AND ADMINISTRATION

In addition to the applicable terms above, the following terms apply specifically to EarthLink's Domain Registration and Administration Service where different from Sections 1-14.

A. Domain Name Registration, Administration, and Renewal Services

EarthLink currently provides the EarthLink Services through services provided by a registrar accredited through the Internet Corporation for Assigned Names and Numbers ("ICANN") for the .com, .net and .org top-level domains. ICANN oversees the .com, .net, .org, .biz, .info, and .us top-level domains ("TLDs"). EarthLink accepts applications to register and renew domain names with .com, .net, .org, .biz, .info, and .us TLDs in Roman-alphabet languages.

Upon accepting your application to register or renew a domain name with a .com, .net, .org, .biz, .info, or .us TLD, EarthLink essentially acts as your sponsor for that application. All .com, .net and .org domain name applications will be processed through EarthLink's registrar. The registration and renewal applications we process are not effective until the domain name registration or renewal information you provide us is delivered to the registry administrator for the .com, .net, .org, .biz, .info, or .us TLDs, as applicable, and the registry administrator puts into effect your domain name registration or renewal.

You acknowledge that you have read, understood and agree to be bound by all terms and conditions of ICANN's Uniform Domain Name Dispute Resolution Policy (the "UDRP"), as amended from time to time, which is hereby incorporated and made a part of this Agreement by reference for all .com, .net and .org domain name registrations or renewals. This can be found on the WWW at <http://www.icann.org/dndr/udrp/policy.htm>.

B. No Guarantee of Registration or Renewal

You acknowledge and agree that EarthLink does not guarantee that you will be able to register or renew a desired domain name, even if an inquiry indicates that domain name is available, since EarthLink cannot know with certainty whether or not the domain name which you are seeking to register is simultaneously being sought by a third party, or whether there are any inaccuracies or errors in the domain name registration or renewal process or related databases, including the various WHOIS databases. You further acknowledge and agree that EarthLink may elect to accept or reject your application for registration or renewal for any reason at its sole discretion, such rejection including, but not limited to, rejection due to a request for registration or renewal of a prohibited domain name. You also acknowledge and agree that EarthLink is not liable or responsible in any way for any errors, omissions or any other actions by any registry administrator arising out of or related to your application for and registration of, renewal of, or failure to register or renew a particular domain name. You additionally agree to indemnify, defend and hold harmless EarthLink and its directors, officers, employees, and agents from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees and expenses) arising out of, or related to, your application for and registration of, renewal of, or failure to register or renew, a particular domain name.

C. The Customer Relationship

By submitting the domain name registration application to EarthLink, you acknowledge and agree that you are a customer of EarthLink for purposes of the EarthLink Services. You further acknowledge that there is no customer relationship between you and EarthLink's registrar created hereunder. You agree that upon termination of EarthLink's relationship with its registrar, EarthLink may, in its sole discretion, with the assistance of its legacy registrar transfer your domain name registration to a new registrar partner at no additional charge to you and that this Agreement will continue in full force and effect.

D. Your Representations

By applying to register a domain name, or by asking us to maintain or renew a domain name registration, you hereby represent and warrant to us that (a) the statements that you made in connection with such application for registration, maintenance, or renewal are complete and accurate; (b) to your knowledge, the registration of the domain name will not infringe upon or otherwise violate the rights of any third party;

(c) you are not registering the domain name for an unlawful purpose; and (d) you will not knowingly use the domain name in violation of any applicable laws or regulations. You agree and acknowledge that it is your responsibility to determine whether your domain name registration infringes or violates someone else's rights including, but not limited to, whether any foreign language translations of your domain name, infringe or violate someone else's rights.

E. Domain Name Registrant

EarthLink considers the entity named as the administrative contact for the domain name at the time the controlling User name and password are secured to be the registrant of that domain name.

F. Fees; Renewals

As consideration for the EarthLink Services, you agree to pay EarthLink, upon submission of your domain name application, renewal application, or registrar transfer application to EarthLink, the then-current fees set forth in the EarthLink price schedule for such services. All fees are non-refundable, in whole or in part, even if your domain name registration is suspended, canceled or transferred prior to the end of your then-current registration term. EarthLink reserves the right to change fees, surcharges, renewal fees or to institute new fees at any time, for any reason, at its sole discretion.

Your domain name application, renewal application, or registrar transfer request will not be submitted to EarthLink's registrar until we receive actual payment of the registration, renewal, or transfer fee, or reasonable assurance of payment of the registration, renewal, or transfer fee from some other entity (such reasonable assurance as determined by EarthLink in its sole discretion).

In the event of a charge back by a credit card company (or similar action by another payment provider allowed by us) or other non-payment by you in connection with your payment of the registration, renewal, or registrar transfer fee, you acknowledge and agree that the registration shall be transferred to EarthLink as the entity that has paid the registration, renewal, or transfer fee for that registration to the registry, and that we reserve all rights regarding such domain name including, without limitation, the right to make the domain name available to other parties for purchase. We will reinstate any such registration solely at our discretion, and subject to our receipt of the applicable registration, renewal, or transfer fee and our then-current reinstatement fee.

The administrative contact for a domain name will be notified at least thirty (30) days before a renewal fee is due. Unless you instruct otherwise by contacting EarthLink, your domain name registration will be automatically renewed for a one-year registration term. In consideration for this automatic renewal, we will charge the credit card you used to secure the initial term of registration with us our then-current renewal fee. Should you wish to change either your billing information or the term of your renewal registration, you must do so at thirty (30) business days before the day that the domain name is due to expire by contacting EarthLink, otherwise your credit card will be charged. If the credit card you used to secure the initial term of registration with us has expired or is otherwise invalid, we will notify you of this fact and give you with an opportunity to provide us with a valid credit card or other reasonable assurance of payment (such reasonable assurance as determined by EarthLink in its sole discretion). If no such information is provided prior to the expiration date of the domain name, your domain name registration will not be renewed. At any time before the expiration of your domain name registration, you may renew your domain name by contacting EarthLink.

G. Revisions and Additions to this Agreement

You acknowledge that the Internet, domain name system and the practice of registering and administering domain names are evolving, and therefore you agree that EarthLink may modify this Agreement, as well as any additional rules or policies that are or may be published by EarthLink, as necessary to comply with

any ICANN-accepted policy, or with any other agreements that EarthLink is currently bound by or will be bound by in the future, as well as to adjust to changing business circumstances. Your continued use of any domain name registered through EarthLink shall constitute your acceptance of this Agreement as well as additional rules or policies that are or may be published by EarthLink, each with the new modifications. If you do not agree to any of such changes, you may request that your domain name registration be canceled or transferred to a different domain name registrar. You acknowledge and agree that such cancellation or request for transfer will be your exclusive remedy and our sole liability if you do not wish to abide by any changes to this Agreement or any additional rules or policies that are or may be published by EarthLink.

H. Use of Information

You hereby acknowledge and agree that, in connection with your use of certain of Services, you are required to provide certain information and to update promptly this information as needed to keep it current, complete and accurate. Except as set forth below, all other information that we may request from you in connection with domain name registration, administration, and renewal services is voluntary.

The information you are obligated to provide and keep current in connection with your use of EarthLink's domain name registration, administration, and renewal services is the following: (i) your full name (or the name of the authorized person for contact purposes, if registration is for an organization, corporation or association), postal address, email address, voice telephone number, and fax number, if available (or if different, that of the domain name holder); (ii) the domain name being registered; and (iii) the name, postal address, email address, voice telephone number, and where available, fax number for the administrative contact, technical contact and billing contact for the domain name registration.

You acknowledge and agree that when you renew a domain name registration, the type of information you are required to provide may have changed. If you do not wish to provide the new required information, the registration may not be renewed.

I. Additional Information Maintained

In addition to the information you provide (the "User Information"), EarthLink may maintain records relating to any domain name application received by EarthLink, as well as any domain name registered through, administered, or renewed by EarthLink. We also maintain records relating to the EarthLink Services that we provide to you. These records may include, but are not limited to: (i) the original creation date of a domain name registration, renewal, or request for service; (ii) the submission date and time of a registration or renewal application to us and by us to the proper registry; (iii) communications (electronic or paper form) constituting submissions, forwarding, modifications, or terminations of service and related correspondence between you and us; (iv) records of your account, including dates and amounts of all payments and refunds; (v) the IP addresses of the primary nameserver and any secondary nameservers for the domain name; (vi) the corresponding names of those nameservers; (vii) the name, postal address, email address, voice telephone number, and where available, fax number of the zone contact for a domain name; (viii) the expiration date of a domain name registration; and (ix) information regarding all other activity between you and us regarding your use of the EarthLink Services (collectively, "Other Information"). To process your registration or renewal application, EarthLink may provide the User Information and the Other Information to its registrar.

J. Obligations Relating to the Information You Provide

In the event that (i) in applying for the registration of a domain name you are providing information about a third party, or (ii) you license a domain name registered in your name to a third party, you hereby represent and warrant that you have (a) provided notice to that third party of the disclosure and use of that party's information as set forth in this Agreement, and (b) that you have obtained that third party's express

consent to the disclosure and use of that party's information as set forth in this Agreement.

You acknowledge and agree that willfully providing inaccurate or unreliable information or willfully failing to update information promptly will constitute a material breach of this Agreement that will be sufficient basis for cancellation of your domain name registration. You further acknowledge and agree that your failure to respond for over fifteen (15) calendar days to inquiries by EarthLink concerning the accuracy of contact details associated with your domain name registration shall constitute a material breach of this Agreement and will be sufficient basis for cancellation of your domain name registration.

K. Disclosure and Use of Information

You acknowledge and agree that EarthLink may make available information you provide or that we otherwise maintain to such public or private third parties as applicable laws require or permit. EarthLink may disclose personal information about Visitors or Members, or information regarding your use of the Services or Web sites accessible through our Services, for any reason if, in our sole discretion, we believe that it is reasonable to do so, including: to satisfy laws, such as the Electronic Communications Privacy Act, regulations, or governmental or legal requests for such information; to disclose information that is necessary to identify, contact, or bring legal action against someone who may be violating our Acceptable Use Policy or other user policies; to operate the Services properly; or to protect EarthLink and our Members.

You hereby consent to any and all such disclosures and use of, and guidelines, limits and restrictions on disclosure or use of, information provided by you in connection with the registration of a domain name or use of any EarthLink Services (including any updates to such information), whether during or after the term of your registration of a domain name or other services. You further acknowledge that EarthLink's registrar may use certain of the information provided by EarthLink regarding your domain name registration or renewal application in a manner consistent with our registrar's terms of usage and user agreement. EarthLink will only provide its registrar with that information necessary to process your registration. You hereby irrevocably waive any and all claims and causes of action you may have arising from such disclosure or use of information provided by you by EarthLink.

EarthLink will not process data about any identified or identifiable natural person that we obtain from you in a way incompatible with the purposes and other limitations that we describe in this Agreement.

L. Communications

Communications with EarthLink are not private and may be published either in their entirety or in edited form at any time, at the sole discretion of EarthLink.

M. Ownership of Data

You acknowledge and agree that EarthLink owns all database, compilation, collective and similar rights, title and interests worldwide in our domain name and other proprietary information databases, and all information and derivative works generated from those databases. Additionally, you hereby grant to EarthLink a nonexclusive, worldwide, perpetual, irrevocable, fully paid-up right and license to use in our business, however it evolves, including the rights to copy, distribute, display, perform, transmit, prepare derivative works from or otherwise use without restriction (other than as set forth in Section N of this Agreement) the following information: (a) the original creation date of a domain name registration, (b) the expiration date of a domain name registration, (c) the name, postal address, email address, voice telephone number, and where available fax number of the technical contact, administrative contact, zone contact and billing contact for a domain name registration, (d) any remarks concerning a registered domain name that appear or should appear in a WHOIS or similar database, and (e) any other information we generate or obtain in connection with the provision of the EarthLink Services. EarthLink does not have

any ownership interest in your specific personal registration information or other information other than our rights in our domain name database, as set forth in this Section M.

N. Agents and Licenses

You agree that, if you are using the EarthLink Services for someone else, you represent that you have the authority to nonetheless bind that person as a principal to all terms and conditions provided herein. You accept liability for harm caused by wrongful use of the EarthLink Services. You agree that if you license the use of a domain name registered in your name to a third party, you nonetheless remain the domain name holder of record, and remain responsible for all obligations under this Agreement, including but not limited to payment obligations, and providing (and updating, as necessary) both your own full contact information, and accurate technical, administrative, billing and zone contact information adequate to facilitate timely resolution of any problems that arise in connection with the domain name and domain name registration. As further required by ICANN, you shall accept liability for harm caused by wrongful use of the domain name, unless you promptly disclose the identity of the licensee to a party providing you with reasonable evidence of actionable harm.

O. System Performance Degradation

EarthLink's delivery of the EarthLink Services depends upon its computer system and the computer system of its registrar, both of which are responsive to the demands of the domain name registration process. Occasionally, EarthLink's computer system or its registrar's computer system are subjected to exceptional volumes of incoming domain name registration requests, electronic mail messages, and/or WHOIS queries that result in significant degradation of EarthLink's or its registrar's system processing and response time. Regardless of the reason, in those instances when there is system performance degradation as the result of an extremely large volume of incoming electronic messages, EarthLink reserves the right, in its sole discretion, to filter or block electronic messages originating from the identified sources of the high-volume traffic. EarthLink will selectively restore service after system performance returns to normal limits, provided that such restoration does not result in an adverse impact on the system. EarthLink further reserves the right to permanently filter or block repeated sources of high volumes of electronic traffic.

P. Limitation of Liability

YOU AGREE THAT EARTHLINK WILL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY (a) SUSPENSION, LOSS, OR MODIFICATION OF YOUR DOMAIN NAME REGISTRATION, (b) USE OF YOUR DOMAIN NAME REGISTRATION, (c) INTERRUPTION OF BUSINESS, (d) ACCESS DELAYS OR ACCESS INTERRUPTIONS TO THIS SITE OR THE WEB SITE(S) ACCESSED BY THE DOMAIN NAME REGISTERED IN YOUR NAME, (e) DATA NON-DELIVERY, MIS-DELIVERY, CORRUPTION, DESTRUCTION OR OTHER MODIFICATION, (f) EVENTS BEYOND EARTHLINK'S REASONABLE CONTROL, (g) THE PROCESSING OF YOUR DOMAIN NAME APPLICATION OR OTHER SERVICE APPLICATION, OR (h) APPLICATION OF ANY RELEVANT DISPUTE POLICY OR ANY OTHER ICANN (OR SIMILAR GOVERNMENTAL OR SUCCESSOR ORGANIZATION) ADOPTED POLICIES. EARTHLINK ALSO WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, MULTIPLE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF EARTHLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL EARTHLINK'S MAXIMUM AGGREGATE LIABILITY EXCEED THE TOTAL AMOUNT PAID BY YOU FOR THE EARTHLINK SERVICES, BUT IN NO EVENT GREATER THAN FIVE HUNDRED DOLLARS (\$500.00). BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

Q. Indemnification

You agree to defend, indemnify and hold harmless EarthLink for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, or demand related to (i) your use of the EarthLink Services, including, but not limited to, your application for registration, registration, or renewal of any domain name registered in your name, and (ii) your use of any domain name registered in your name. This indemnification is in addition to any indemnification required under the UDRP or any similar policy.

R. Representations and Warranties

YOU REPRESENT THAT, TO THE BEST OF YOUR KNOWLEDGE AND BELIEF, NEITHER THE REGISTRATION OF THE DOMAIN NAME YOU HAVE APPLIED FOR NOR THE MANNER IN WHICH IT IS INTENDED TO BE OR IS DIRECTLY OR INDIRECTLY USED INFRINGES THE LEGAL RIGHTS OF A THIRD PARTY. YOU FURTHER REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY YOU IN CONNECTION WITH YOUR USE OF THE EARTHLINK SERVICES IS ACCURATE AND CURRENT. THE EARTHLINK SERVICES ARE PROVIDED TO YOU "AS IS." WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT OR THE EARTHLINK SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE. WITHOUT ANY LIMITATION TO THE FOREGOING, EARTHLINK MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER THAT REGISTRATION OR USE OF A DOMAIN NAME UNDER THIS AGREEMENT WILL IMMUNIZE YOU EITHER FROM CHALLENGES TO YOUR DOMAIN NAME REGISTRATION, OR FROM SUSPENSION, CANCELLATION OR TRANSFER OF THE DOMAIN NAME REGISTERED TO YOU.

S. Suspension, Cancellation, Transfer or Modification

You acknowledge and agree that EarthLink may suspend, cancel, transfer or modify your use of the EarthLink Services at any time, for any reason, in EarthLink's sole discretion. You also acknowledge and agree that EarthLink may suspend, cancel, transfer or modify your domain name registration if (a) you materially breach this Agreement (including any applicable additional rule or policy) and do not cure such breach within five (5) calendar days of notice by EarthLink, (b) you use the domain name registered to you to send unsolicited commercial advertisements in contradiction to either applicable laws or customary acceptable usage policies of the Internet, or (c) you use your domain name in connection with unlawful activity. You further acknowledge and agree that your domain name registration is subject to suspension, cancellation, transfer or modification pursuant to the terms of any rules or policies applicable to your domain name registration, including, but not limited to (i) the UDRP, (ii) any ICANN-adopted policy, (iii) any registrar or registry administrator procedures, or (iv) any other ccTLD registry administrator procedures. You also agree that EarthLink shall have the right in its sole discretion to suspend, cancel, transfer or otherwise modify your domain name registration at such time as EarthLink receives (x) a properly authenticated notification from a court of competent jurisdiction, or (y) an arbitration award requiring the suspension, cancellation, transfer or modification of your domain name registration.

T. Jurisdiction

Except as otherwise set forth in the UDRP or any similar ccTLD policy with respect to any dispute over your domain name registration, this Agreement is governed as stated in Section 12. Notwithstanding the foregoing, for the adjudication of disputes concerning or arising from use of domain names registered hereunder, you acknowledge and agree that you shall submit, without prejudice to other potentially

applicable jurisdictions, to the jurisdiction of the courts (a) of the domain name holder's domicile, and (b) where EarthLink's headquarters are located, currently Atlanta, Georgia.

U. Notices

You agree that, unless other instructions are posted on EarthLink's Web site, any notices required to be given under this Agreement will be deemed to have been given if delivered by email or fax, or sent by certified mail, return receipt requested, or by Federal Express or other recognized overnight delivery service to each of the parties in accordance with the most current contact information you have provided to us, and the contact information for EarthLink posted on EarthLink's Web site. All notices shall be effective upon receipt, except that email and fax notices shall be effective upon transmission.

V. Location of Service

You agree and acknowledge that any acceptance of your application for the EarthLink Services and the performance thereof will occur at our offices in Atlanta, Georgia, the location of our principal place of business.

W. No Waiver

The failure of EarthLink to require your performance of any provision hereof shall not affect its right to require such performance at any time thereafter; nor shall the waiver by EarthLink of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

Version 2003.12
Effective 12/1/2003

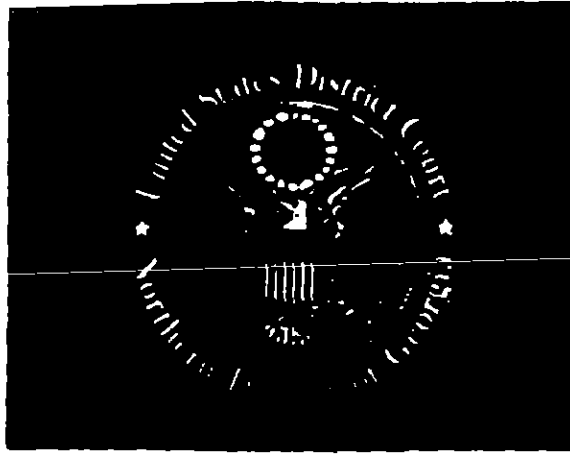


EXHIBIT / ATTACHMENT

B

(To be scanned in place of tab)

EXHIBIT B

EARTHLINK ACCEPTABLE USE POLICY

EarthLink™ Acceptable Use Policy

1. INTRODUCTION

EarthLink's Acceptable Use Policy ("AUP") is intended to help enhance the use of the Internet by preventing unacceptable use. All users of EarthLink's Internet services (the "Services")-those who access some of our Services but do not have accounts ("Visitors"), as well as those who pay a monthly service fee to subscribe to the Services ("Members")-must comply with this AUP. We support the free flow of information and ideas over the Internet and do not actively monitor use of the Services under normal circumstances. Similarly, we do not exercise editorial control over the content of any Web site, electronic mail transmission, news group, or other material created or accessible over or through the Services, except for certain proprietary websites. However, in accordance with our Internet Service Agreement, we may remove any materials that, in our sole discretion, may be illegal, may subject us to liability, or which may violate this AUP. EarthLink may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong. Your violation of this AUP may result in the suspension or termination of either your access to the Services and/or your EarthLink account or other actions as detailed in Section 3. This AUP should be read in conjunction with our Internet Service Agreement and other policies.

2. VIOLATIONS OF EARTHLINK'S ACCEPTABLE USE POLICY

The following constitute violations of this AUP:

- a. **Illegal use.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated thereunder.
- b. **Harm to minors.** Using the Services to harm, or attempt to harm, minors in any way.
- c. **Threats.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that threatens or encourages bodily harm or destruction of property.
- d. **Harassment.** Using the Services to transmit any material (by email, uploading, posting, or otherwise) that harasses another.
- e. **Fraudulent activity.** Using the Services to make fraudulent offers to sell or buy products, items, or services or to advance any type of financial scam such as "pyramid schemes," "Ponzi schemes," and "chain letters."
- f. **Forgery or impersonation.** Adding, removing or modifying identifying network header information in an effort to deceive or mislead is prohibited. Attempting to impersonate any person by using forged headers or other identifying information is prohibited. The use of anonymous remailers or nicknames does not constitute impersonation. Using deliberately misleading headers ("munging" headers) in news postings in order to avoid spam email address collectors is allowed.
- g. **Unsolicited commercial email/Unsolicited bulk email.** Using the Services to transmit any unsolicited commercial email or unsolicited bulk email. Activities that have the effect of facilitating unsolicited commercial email or unsolicited bulk email whether or not that email is commercial in nature, are prohibited.
- h. **Unauthorized access.** Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of EarthLink's or another entity's computer software or hardware, electronic communications system, or telecommunications system, whether or not the intrusion results in the corruption or loss of data.

i. Copyright or trademark infringement. Using the Services to transmit any material (by email, uploading, posting, or otherwise) that infringes any copyright, trademark, patent, trade secret, or other proprietary rights of any third party, including, but not limited to, the unauthorized copying of copyrighted material, the digitization and distribution of photographs from magazines, books, or other copyrighted sources, and the unauthorized transmittal of copyrighted software. EarthLink is registered under the Digital Millennium Copyright Act of 1998.

j. Collection of personal data. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.

k. Reselling the services. Reselling the Services without EarthLink's authorization.

l. Network disruptions and unfriendly activity. Using the Services for any activity which adversely affects the ability of other people or systems to use EarthLink Services or the Internet. This includes "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited. It is the Member's responsibility to ensure that their network is configured in a secure manner. A Member may not, through action or inaction, allow others to use their network for illegal or inappropriate actions. A Member may not permit their network, through action or inaction, to be configured in such a way that gives a third party the capability to use their network in an illegal or inappropriate manner.

m. News. EarthLink Members should use their best judgment when posting to any newsgroup. Many groups have charters, published guidelines, FAQs, or "community standards" describing what is and is not considered appropriate. Usenet can be a valuable resource if used properly. The continued posting of off-topic articles is prohibited. Commercial advertisements are off-topic in most newsgroups, especially regional groups not specifically named for such. The presence of such articles in a group is not indicative of the group's "intended" use. Please familiarize yourself with basic Usenet netiquette before posting to a newsgroup.

EarthLink considers "multiposting" to 10 or more groups within a two week sliding window to be excessive. EarthLink servers currently limit the number of allowable "cross-posts" to 9.

EarthLink Members may not cancel messages other than their own messages. A Member may cancel posts forged in that Member's name. We may cancel any postings which violate this AUP.

n. Long Connections and Multiple Logins. Using a personal account for high volume or commercial use is prohibited. The Services are intended for periodic, active use of email, newsgroups, file transfers, Internet chat, games, and browsing the World Wide Web. Members may stay connected so long as they are actively using that connection for the above purposes. Members may not use the Services on a standby or inactive basis in order to maintain a connection. Pinging is expressly prohibited. Accordingly, EarthLink maintains the right to terminate any member's connection following any extended period of inactivity as determined by EarthLink.

o. Exceeding Web Site Size and Traffic Limitations: All EarthLink Members receive free web space for use with their EarthLink Internet access account. Each member's free web space is allocated a certain amount of traffic per month (traffic is calculated on a formula multiplying the number of hits that your site receives by the size of your files). If a site exceeds its maximum monthly allotment of traffic, the site will become unavailable until the beginning of the next calendar month. A site that exceeds the EarthLink Member's maximum allotment in size will also become unavailable. Unavailability includes but may not be limited to the inability to access the site publicly or to publish to or modify the site's contents via certain Web creation tools. More information about appropriate use of the free member web space appears under *Free Web Space Community Guidelines*.

3.REPORTING VIOLATIONS OF EARTHLINK'S AUP

EarthLink requests that anyone who believes that there is a violation of this AUP direct the information to Director-Abuse Department, at: abuse@earthlink.net.

If available, please provide the following information:

- The IP address used to commit the alleged violation
- The date and time of the alleged violation, including the time zone or offset from GMT
- Evidence of the alleged violation

Email with full header information provides all of the above, as do syslog files. Other situations will require different methods of providing the above information.

EarthLink may take any one or more of the following actions in response to complaints:

- issue warnings: written or verbal
- suspend the Member's newsgroup posting privileges
- suspend the Member's account
- terminate the Member's account
- bill the Member for administrative costs and/or reactivation charges
- bring legal action to enjoin violations and/or to collect damages, if any, caused by violations.

4. REVISIONS TO THIS ACCEPTABLE USE POLICY

EarthLink reserves the right to revise, amend, or modify this AUP, our Internet Service Agreement and our other policies and agreements at any time and in any manner. Notice of any revision, amendment, or modification will be posted in accordance with the Internet Service

Rev. 06/27/2001

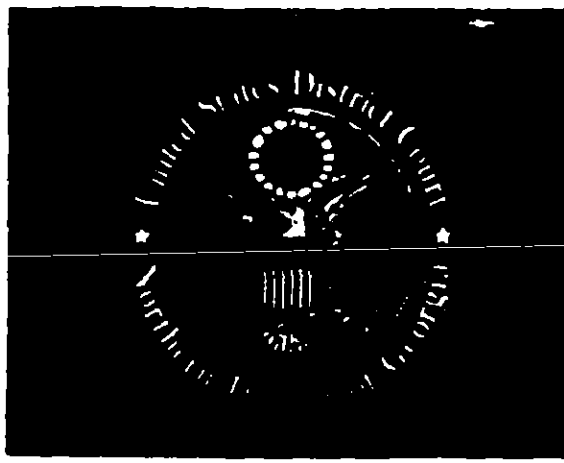


EXHIBIT / ATTACHMENT

C

(To be scanned in place of tab)

EXHIBIT C

SAMPLE SPAM

>>----- Original Message -----
>>From: - Tue May 20 11:57:54 2003
>>X-UIDL: <4-u7t594n71o\$w-ct2-9nr292i4@nto.3.p8w2>
>>X-Mozilla-Status: 0001
>>X-Mozilla-Status2: 00000000
>>Return-Path: <1kqv3507bna@excite.com>
>>Received: from arena-12.cza.warszawa.supermedia.pl ([212.180.248.13])
>>by tomts14-srv.bellnexxia.net (InterMail vM.5.01.05.32
>>201-253-122-126-132-20030307) with SMTP id
>><20030520133903.EDEW14433.tomts14-srv.bellnexxia.net@arena-12.cza.wars
>>zawa
>>.supermedia.pl>;
>>Tue, 20 May 2003 09:39:03 -0400
>>Received: from [168.50.232.248] by arena-12.cza.warszawa.supermedia.pl
>>with ESMTP id <071096-32110>; Tue, 20 May 2003 07:34:25 -0700
>>Message-ID: <4-u7t594n71o\$w-ct2-9nr292i4@nto.3.p8w2>
>>From: Maryann Booker <1kqv3507bna@excite.com>
>>To: pdan@sympatico.ca
>>Cc: <mccallum@sympatico.ca>, <pdanford@sympatico.ca>,
>><dantu@sympatico.ca>, <mccallums@sympatico.ca>
>>Subject: Do you want a larger and firmer penis? yu
>>Date: Tue, 20 May 03 07:34:25 GMT
>>X-Mailer: Internet Mail Service (5.5.2650.21)
>>MIME-Version: 1.0
>>Content-Type: multipart/alternative; boundary=".F.61B19E.DB_.B5."
>>X-Priority: 3
>>X-MSMail-Priority: Normal
>>*****
>>How to Increase Your Penis
>>And Stop Premature Ejaculation
>>FREE Bottle Offer 100% Guaranteed to work.
>
>>*****
>
>>Take Advantage of Our FREE Bottle Offer
>>As Seen On TV !!!
>
>>Click here to learn more.
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>
>
>> _____
>
>>LETS LOOK AT SOME FACTS:
>
>>1. Most men who have troubles or difficulty with
>>sexual performance, specifically loss of
>>erection firmness, won't speak openly to their
>>wives, girlfriends, etc..let alone their primary care doctor.
>>
>>2. 90% of men are unhappy with their penis
>>size & ability.
>
>>3. Most men are interested in enlarging their penis.
>
>>4. Most men currently believe the only way to

EXHIBIT C.1

>>"really" develop a larger penis is through surgery.
>
>>Click here to learn more.
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>
>
>>New Medical Break-Through:
>>
>
>>Our Male Enlargement Pill is the most effective on the
>>market today with over 100,000 satisfied customers
>>worldwide. Our product is doctor recommended and
>>made from 100% natural ingredients.
>
>>One Penis Enlargement pill a day is all you need to:
>
>>- Increase the length of your penis by 2 to 5 full inches
>>- Make your penis thicker, longer and harder
>>- Stop you from making an embarrassing doctor visit
>>- Boost your confidence level & self-esteem
>>- Stop Premature Ejaculation
>
>>Click here to learn more.
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>
>
>>SATISFIED CUSTOMERS WORLDWIDE:
>
>>"I've been using your product for 2 months now. I've increased my
>>length from 4" to nearly 7" . Your product has helped me give a little
>>extra to the love of my life." Mike Berg, USA
>
>>"I was amazed at how effective it was at enlarging my penis size and
>>stopping my premature ejaculation problem in just three weeks!
>>Joe Wallace, UK
>
>>"I'm too shy to tell the world, but I don't mind telling
>>you that I went from 3" to 6". I'm trying for even more." Carl Smith,
>>Canada
>
>>Click here to learn more.
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>
>
>>100% Money Back Guarantee:
>>We Guarantee our doctor approved pills to enlarge, harden
>>and stop premature ejaculation or your money back
>
>>Click here to increase your penis size.
>><<http://www.fjwi39jsdfniw3hrijh.com/hv/a7.php>>
>>
>
>>don't want to receive this anymore?
>><<http://www.fjwi39jsdfniw3hrijh.com/content/>>
>
>>sbjssn cqrduflhrshzx thnxkb a fqpi bqpd mwn
>>[HTML alternate version deleted]

X-Apparently-To: jasony@yahoo.com via 216.136.172.144; 28 May 2003 21:40:50 -0700 (PDT)
Return-Path: <petula@zwhzmnqozdiplux.net>
Received: from 165.121.235.2 (165.121.235.2)
by mta213.mail.scd.yahoo.com with SMTP; 28 May 2003 21:40:50 -0700 (PDT) Subject: Mortgage Alert
4.875% 30 yr Fixed Lowest Fixed Rate Ever
To: <jasony@yahoo.com>
From: "petula" <petula@zwhzmnqozdiplux.net>
Date: Thu, 29 May 2003 00:06 -0500
Mime-Version: 1.0
Content-type: text/html
Content-Length: 271

<a href=http://rd.yahoo.com/3d60f60360e20f60f60860160970040970e60f60370160a60/p
etula3048/*http://usalenders.info:62876/mortgage/?N=24001><img
src=http://rd.yahoo.com/dnpetuland/d60f60360e20f60f60860160970040970e60f6037
0160a60/*http://usalenders.info:62876/m20038486.gif>

Return-Path: <support@seosos.com>
Received: from pool-138-89-154-88.mad.east.verizon.net
(pool-138-89-154-88.mad.east.verizon.net [138.89.154.88])
by pro.abac.com (8.12.9/8.12.9) with SMTP id h48K9LVL048002
for <thierry@fiasco.ca>; Thu, 8 May 2003 13:09:22 -0700 (PDT) (envelope-from support@seosos.com)
Message-Id: <200305082009.h48K9LVL048002@pro.abac.com>
Received: from mira.net ([250.136.206.245])
by wishing.com (8.8.3/8.8.3) with SMTP id 1
for <thierry@fiasco.ca>; Thu, 8 May 2003 13:05:48 -0700
Received: from [91.52.223.184] by net.com via HTTP; Thu, 8 May 2003 13:05:46 -0700
From: "John Kronis" <support@seosos.com>
To: "" <thierry@fiasco.ca>
Subject: Your Google Rankings <http://www.fiasco.ca>
X-Mailer: The Bat! (v1.60c) Business
MIME-Version: 1.0
Date: Thu, 8 May 2003 13:05:41 -0700
Content-Type: multipart/related; boundary="-----_NextPart_000_0004_3C484361.391173BE"

-----_NextPart_000_0004_3C484361.391173BE
Content-Type: text/html;
Content-Transfer-Encoding: base64
X-oldsub: [SpamCop (<http://www.seosos.com/google.htm>) id:234210738]Your Google Rankings

>>> ----- Original Message -----
>>> From: "Elton Mccarthy" <7qndde2y69v3@wowmail.com>
>>> To: <flower@silverlock.net>
>>> Sent: Friday, May 02, 2003 2:34 AM
>>> Subject: NEW DATING SITE --- GET A FREE WEB CAM zwz jkneocv
>>>
>>>
>>> THEDATEZONE.net
>>>
>>>
>>>
>>> GET A FREE WEB CAM AND MICROPHONE a \$46.95 dollar
>>> yours
free
>>> A new dating site
>>>
>>> ONLY \$9.95 A MONTH TO JOIN
>>>
>>> TheDateZone.net is the only online dating site where
singles
>>> meet in real-time with private video, audio and text chat. We are
different
>>> from our competitors where as everyone has a VIDEO AND AUDIO
>>> PROFILE.
>>>
>>> No more lying with old photos.
>>>
>>> www.thedatezone.net
>>>
>>>
>>> The quality is fantastic
>>> A QUALITY BROADBAND DATING SITE
>>>
>>> www.thedatezone.net

Received: (qmail 30345 invoked from network); 30 May 2003 14:07:08 -0000
Received: from unknown (HELO mail5.megamailservers.com)
([216.251.36.15])
(envelope-sender <m2ub3pf4d@yahoo.com>)
by mail12.speakeasy.net (qmail-ldap-1.03) with DES-CBC3-SHA encrypted SMTP for
<ktan@speakeasy.org>; 30 May 2003 14:07:08 -0000
Received: from 213.213.204.92.brutele.be (213.213.204.92.brutele.be [213.213.204.92] (may be forged))
by mail5.megamailservers.com (8.12.9/8.12.0.Beta10) with SMTP id h4UE5IRO007478 for
<webmaster@northernmantis.com>; Fri, 30 May 2003 10:06:16 -0400
(EDT)
Received: from p3bqm.aa7mxd.net [113.241.41.208] by 213.213.204.92.brutele.be with ESMTP id
BC12AF3FB6D; Fri, 30 May 2003 17:59:16 +0400
Message-ID: <6b23v67\$y1135gl@ouwlw3>
From: "Alden Heath" <m2ub3pf4d@yahoo.com>
To: webmaster@northernmantis.com
Subject: S.a.f.e, Natural, Significant W.e.i.g.h.t L.o.s.s o
Date: Fri, 30 May 03 17:59:16 GMT
X-Mailer: Microsoft Outlook Express 5.00.2919.6700
MIME-Version: 1.0
Content-Type: multipart/alternative; boundary="A__32FE__E.CD5D...7358"
X-Priority: 3
X-MSMail-Priority: Normal

Content-Type: text/html;

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<x-html><!x-stuff-for-pete base="" src="" id="0" charset=""><html> <head> <title></title> </head>
<body> <div style="width: 908; height: 600"> <div align="center" style="width: 600; height: 743">
<center> <table borderColor="#111111" cellSpacing="0" cellPadding="0" width="500" border="1"> <tr>
<td width="100%"> <table borderColor="#111111" cellSpacing="0" cellPadding="10" width="500"
border="0"> <tr> <td width="71%" bgColor="#24374d"> <p align="center"><b> <font face="Verdana,
Arial, Helvetica, sans-serif" color="#33ccff" size="5"> Reverse Aging with HGH!</font></b></td> </tr>
<tr> <td width="71%"> <p align="center"><b> <font face="Verdana, Arial, Helvetica, sans-serif">Be one
of the thousands of men <br> and women who take HGH Daily!<br> </font> <font face="Verdana, Arial,
Helvetica, sans-serif" size="1"><br> </font></b> <font face="Verdana, Arial, Helvetica, sans-serif"
size="1">The aging process is changing in America as millions of people are successfully rediscovering
their youthful vigor through the incredible power of natural growth hormone dietary supplements. This is a
breakthrough product that will become a staple of your healthy lifestyle. Below are some of the many
benefits of HGH.</font></td> </tr> <tr vAlign="top"> <td width="71%"> <div align="center"> <center>
<table borderColor="#111111" cellSpacing="0" cellPadding="3" width="405" bgColor="#5a6d7b"
border="0"> <tr> <td align="middle" width="18" height="25"> <font face="Verdana,Arial"
color="#ffffff" size="1">*</font></td> <td width="181" height="25"> <font face="Verdana,Arial"
color="#ffffff" size="1"> Increasing energy level</font></td> <td align="middle" width="18"
height="25"> <font face="Verdana,Arial" color="#ffffff" size="1">*</font></td> <td width="164"
height="25"> <font face="Verdana,Arial" color="#ffffff" size="1"> Restoring hair growth</font></td>
</tr> <tr> <td align="middle" width="18" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1">*</font></td> <td width="181" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1">Sexual enhancer</font></td> <td align="middle" width="18" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1">*</font></td> <td width="164" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1"> Elimination of cellulite</font></td> </tr> <tr> <td
align="middle" width="18" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1">*</font></td> <td width="181" height="25"> <font face="Verdana,Arial" color="#ffffff"
size="1"> Increased exercise performance</font></td> <td align="middle" width="18" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1">*</font></td> <td width="164" height="25"> <font
face="Verdana,Arial" color="#ffffff" size="1"> Sharper vision</font></td> </tr> <tr> <td align="middle"
width="18" height="25"> <font face="Verdana,Arial" color="#ffffff" size="1">*</font></td>
```

>Received: from spooler by codeshop.com (Mercury/32 v3.31); 3 Jun 03
 04:40:44 -0400
 >>X-Envelope-To: <p4@codeshop.com>
 >>Return-path: <kb2daqvz0zp@yahoo.com>
 >>Received: from 169050.telemar.net.br (200.165.169.50) by
 mail.codeshop.com (Mercury/32 v3.31) ID MG003C86;
 >> 3 Jun 03 04:40:33 -0400
 >>Received: from (HELO loob) [161.20.190.66] by 169050.telemar.net.br
 >>id
 <5824629-97166>; Tue, 03 Jun 2003 09:32:25 +0200
 >>Message-ID: <25-6s\$1vr8u9c\$1-9u\$79-\$d1-8@5qn.wq5>
 >>From: "Bridget Buck" <kb2daqvz0zp@yahoo.com>
 >>To: webmaster@codeshop.com
 >>Cc: <0200a8c0@codeshop.com>, <p4@codeshop.com>, <mot@codeshop.com>
 >>Subject: HOW BIG IS BIG AND HOW MUCH DO YOU NEED TO SATISFY YOUR
 >>PARTNER?
 gh hiv
 >>Date: Tue, 03 Jun 03 09:32:25 GMT
 >>X-Mailer: Microsoft Outlook Express 5.00.2615.200
 >>MIME-Version: 1.0
 >>Content-Type: multipart/alternative;
 >>boundary="3_A_6537.42136.A.EAF4EA3"
 >>X-Priority: 3
 >>X-MSMail-Priority: Normal
 >
 >>This is a multi-part message in MIME format.
 >
 >>-3_A_6537.42136.A.EAF4EA3
 >>Content-Type: text/html;
 >>Content-Transfer-Encoding: quoted-printable
 >
 >><html>
 >><head>
 >></head>
 >><body bgcolor=3D"#3366CC" text=3D"#000080">
 >><div align=3D"center">
 >><center>
 >><table border=3D"2" cellpadding=3D"0" style=3D"border:3px dashed
 #FFFF99=
 >>> border-collapse: collapse" width=3D"75%" cellpadding=3D"0"
 id=3D"AutoNum=
 >>>ber1" bgcolor=3D"#000080" bordercolor=3D"#000000">
 >><tr>
 >><td width=3D"100%">
 >><p align=3D"center">

 >><u>MALE PENILE
 ENLARGEMENT=
 >>
 >></u>
 >><p align=3D"center"> </p>
 >>
 >><p align=3D"center">Penis Enlargement Doesn't Get Any
 >>Easier
 >>

EXHIBIT C.7


```

>></font></p>
>><p align=3D"center"><font face=3D"Arial" color=3D"#FFFF00">Imagine
t=
>>he confidence when you're in the locker room and those other guys
>>take
not=
>>ice of your:</font></p>
>><p align=3D"center"><u><b><font face=3D"Arial"
color=3D"#FFFFFF">Big=
>>ger, Longer and Thicker Penis Now!</b></u></font></p>
>><p align=3D"center"><b>
>><br>
>><font size=3D"6">
>><a href=3D"http://www.herbpowermarketing.com/hv/a3.php"><font
>>color=3D=
>>"#FF0000">ENTER HERE</font></a></font></b><p align=3D"center"></td>
>></tr> </table>
>></center>
>></div>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">&nbsp;</p>
>><p align=3D"center">
>><a href=3D"http://www.herbpowermarketing.com/content/">don't want to
recei=
>>ve this anymore?</a></p>
>></body>
>></html>kltxs cq yeyig
>>mkleux y
>>kaf nns cdzefsyxc
>>hyhcfdt nbz rr
>>
>

```

Status: U
Return-Path: <dixibelle@Office-saver.com>
X-MSMail-Priority: Normal
X-MimeOLE: Produced By Microsoft MimeOLE V6.00.2600.0000
Received: from mx.245.host-value.net ([66.205.201.248]) by wanamaker.mail.atl.earthlink.net (Earthlink Mail Service) with SMTP id 18CYlr4DE3NI3oJ0 for <dixibelle@mindspring.com>; Sun, 26 Jan 2003 20:45:52 -0500 (EST)
Content-Type: multipart/alternative;
boundary="-----_NextPart_000_479F_01C315A4.996838B0"
Importance: Normal
From: "University" <dixibelle@Office-saver.com>
X-Priority: 3
Received: from mx.245.host-value.net by 19GLC.mx.245.host-value.net with SMTP for dixibelle@mindspring.com; Sun, 26 Jan 2003 19:47:28 -0500
Date: Sun, 26 Jan 2003 19:47:28 -0500
To: <dixibelle@mindspring.com>
MIME-Version: 1.0
Subject: UNIVERSITY DIPLOMA'S
Message-ID: <6CB21V7RO29V522H4.C43UBQ."University" <dixibelle@Office-saver.com>>
X-Mailer: C-S_optin_v1.1
X-Encoding: MIME

This is a multi-part message in MIME format.

-----=_NextPart_000_479F_01C315A4.996838B0
Content-Type: text/plain;
charset="iso-8859-1"
Content-Transfer-Encoding: quoted-printable

UNIVERSITY DIPLOMA'S

=

=

Obtain a prosperous future, money earning power, and the admiration of all.

=

=

Diplomas from prestigious non-accredited universities based on your present =
knowledge and life experience.

=

=

No required tests, classes, books, or interviews.

=

=

EXHIBIT C.9

Bachelors, masters, MBA, and doctorate (PhD) diplomas available in the field =
of your choice.

=

=

No one is turned down.

=

=

Confidentiality assured.

=

=

CALL NOW to receive your diploma within days!!!

=

=

1-773-509-5042

=

Call 24 hours a day, 7 days a week, including Sundays and holidays -

=

=

=

=

=

-- -- -- -- --

-- -- -- -- --

=

=

While visiting a partner website, you opted-in to receive special online =
offers. To end your membership, click reply and send this email or click =
<http://66.205.218.109/card.php?email=3Ddixibelle@mindspring.com> =

Status: U
Return-Path: <expmwow@babmoney.free.fr>
Received: from fppy ([209.158.10.236])
by sparrow (**EarthLink** SMTP Server) with SMTP id 18HrtG7KM3NZFjV0
for <rippacb@sprintmail.com>; Sat, 8 Feb 2003 01:40:51 -0800 (PST)
From: Autumn Blacker <expmwow@babmoney.free.fr>
To: <rippacb@sprintmail.com>
Subject: Hey rippacb..The Online Doctor!
Date: Sat, 08 Feb 2003 04:40:52 -0500
Mime-Version: 1.0
Content-Type: text/html
Message-Id: <hnwvqlah@babmoney.free.fr>

```
<html>
<head>
<title>Untitled Document</title>
<meta http-equiv="Content-Type" content="text/html; charset=iso-8859-1">
</head>

<body text="#000000" link="#0066FF" vlink="#3399FF" alink="#6699FF"
leftmargin="0" topmargin="0" marginwidth="0" marginheight="0">
<table width="350" border="0" align="center" cellpadding="0"
cellspacing="0">
  <tr>
    <td align="center"><strong><font size="3" face="Verdana, Arial,
Helvetica, sans-serif"><a
href="http://www.planetarydrugs.com/main2.php?rx=18233">VIAGRA
VIAGRA VIAGRA</a></font></strong></td>
  </tr>
  <tr>
    <td height="40" align="center"><font size="2" face="Verdana, Arial,
Helvetica, sans-serif">Viagra,
Phentermine, Propecia and many more prescription medications available
today!</font></td>
  </tr>
  <tr>
    <td align="center"><a
href="http://www.planetarydrugs.com/main2.php?rx=18233"><font size="5"
face="Verdana, Arial, Helvetica,
sans-serif"><strong>VIAGRA</strong></font><font face="Verdana, Arial,
Helvetica, sans-serif"><br>
    <font size="3"><strong>VIAGRA</strong></font><br>
    <font size="2"><strong>VIAGRA</strong></font><br>
    <font size="2">CLICK HERE TO GET YOUR</font><br>
    <strong><font size="3">VIAGRA NOW</font></strong> </font></a><br>
    <font face="Verdana, Arial, Helvetica, sans-serif">
    <li>No Embarrassing Doctors Visits</li>
    <br>
    <li>Quick Online Consultation</li><br>
    <li>U.S. Licensed Doctors </li>
    &amp; Pharmacies<br>
    <li>Discreet Shipping and Billing Overnight
```

```
<li>Shipping Via FED/EX<br>
<br>
<a href="http://www.planetarydrugs.com/main2.php?rx=18233"><font
face="Verdana, Arial, Helvetica, sans-serif"><font size="2">CLICK
HERE TO GET YOUR</font><br>
<strong><font size="3">VIAGRA NOW</font></strong> </font></a> </li>
</font></td>
</tr>
<tr>
<td align="center"><strong><font size="3" face="Verdana, Arial,
Helvetica, sans-serif"><a
href="http://www.planetarydrugs.com/main2.php?rx=18233"><br>
VIAGRA VIAGRA VAIGRA</a></font></strong></td>
</tr>
</table>
</body>
</html>
```

From jvijbvzpqtnuyr596 Mon Feb 10 06:49:00 2003
Return-Path:
<etretretre@etretretre.net>
Received:
from 209.111.81.111 (HELO ksiekrote.net) (209.111.81.111) by
mta124.mail.scd.yahoo.com with SMTP; 10 Feb 2003 03:54:27 -0800 (PST)
Subject:
more information on the house designs low bids on your renovation
project
To:
From:
"etretretre" <etretretre@etretretre.net> | Block
Address
Date:
Mon, 10 Feb 2003 08:49 -0600
Mime-Version:
1.0
Content-type:
text/html
Content-Length:
638

</table>

<a target="_blank"
href="http://highspeedmarketing.org:56778/homeimprovement/" >

<A
target="_blank"
HREF="http://etretretre@highspeedmarketing.org:56778/removal/"
>opt-out

<input name="68.12476410647" type="hidden" value="more information on
the house designs low bids on your renovation project"><input
name="izilitnat" type="hidden" value="more information on the house
designs low bids on your renovation project"><input name="aumut_n"
type="hidden" value="more information on the house designs low bids on
your renovation project">

<p>

<table cellpadding=0 cellspacing=0 width="100%">
<tr>
<td colspan=3>
<hr size=1 noshade>
</td>
</tr>
<tr>

Return-Path: <cpucfc709#dricbcfss.net>
Received: from mc3-f39.law16.hotmail.com ([65.149.20.150]) by
mc2-f24.law16.hotmail.com with Microsoft SMTPSVC(5.0.2195.5600); Sun, 22
Dec 2002 20:19:38 -0800
Subject: [SPAM] your financial problems are over 44.~
To: VICTIM@hotmail.com
From: cpucfc709#dricbcfss.net
Date: Sun, 22 Dec 2002 23:20 -0600
X-pxf: DEtAggED
Message-ID: <MC~d3#mc2-f24.law16.hotmail.com>

<u>Remove

Return-Path: <sabina@scjidiqnraopnl.net>
Received: from 65.152.106.112 (65.152.106.112) by
mta156.mail.scd.yahoo.com with SMTP; 09 Jul 2003 09:51:34 -0700 (PDT)
Subject: generate new traffic and new money
To: <munged>
From: "sabina" <sabina@scjidiqnraopnl.net>
MIME-Version: 1.0
Content-type: text/html
Content-Length: 331

```
<div id=message>
<table cellpadding=0 cellspacing=0 border=0 width="100%"><tr><td>

<a target="_blank"
href=http://rd.yahoo.com/izbnafrsabinad60f60360e20f60f60860160970040070070570270860360370470/i
yqvvyzlkilbizbnafr/*http://usalenders.info:35674/websearch/?N=501>
<img src=http://us.i1.yimg.com/us.yimg.com/i/us/pim/el/spc_eeel.gif>

</td></tr></table>
</div>
```


From 3zwmjluuh1mg@wowmail.com Fri May 2 01:26:18 2003
 Return-Path: {3zwmjluuh1mg@wowmail.com}>
 Received: from localhost (root@localhost [127.0.0.1])
 by jupiter.\$munged\$.demon.co.uk (8.12.9|8.12.9) with ESMTP id h420QFB1009368;
 Fri, 2 May 2003 01:26:18 +0100
 Received: from pop3.demon.co.uk
 by localhost with POP3 (fetchmail-6.2.1)
 for l.f-email@localhost (by default); Fri, 02 May 2003 01:26:18 +0100 (BST)
 Received: from punt-2.mail.demon.net by mailstore for \$munged\$@\$munged\$.co.uk
 id 1051834549:20:25627:14; Fri, 02 May 2003 00:15:49 GMT
 Received: from [61.171.56.127] ([61.171.56.127]) by punt-2.mail.demon.net
 id aa2107164; 2 May 2003 0:15 GMT
 Received: from bv.tmxung.net [224.42.146.246] by 194.217.242.6 with SMTP; Thu, 01 May 2003
 22:10:14 -0500
 Message-ID: {j5e5-w176-3-54-no34@r81z.2.ocyj6y>
 From: "Darnell Bolden" {3zwmjluuh1mg@wowmail.com}>
 Subject: NEW DATING SITE --- GET A FREE WEB CAM rgiybyebpata k
 Date: Thu, 01 May 03 22:10:14 GMT
 X-Priority: 3
 X-MSMail-Priority: Normal
 X-Mailer: Microsoft Outlook IMO, Build 9.0.2416 (9.0.2910.0)
 MIME-Version: 1.0
 Content-Type: multipart|alternative;
 boundary="7.BBEEE__E.C6.1"
 X-Razored: Yes
 X-SpamType: Work-at-home|general spam Escaped HTML HTML multi-part
 X-Domains: cn earthlink.net mail.online.sh.cn
 X-BText: Copied to mail.online.sh.cn for 61.171.56.127
 X-BText: Copied to earthlink.net for www.thedatezone.net (165.121.69.201)
 To: \$munged\$

This is a multi-part message in MIME format.

--7.BBEEE__E.C6.1

Content-Type: text/html

Content-Transfer-Encoding: quoted-printable

```

{!DOCTYPE HTML PUBLIC "-//W3C//DTD HTML 4.01 Transitional|EN">
{html>
{head>
{title>THEDATEZONE.net{title>
{meta http-equiv=3D"Content-Type" content=3D"text/html; charset=3Diso-8859=
-1">
{head>

```

```

{body bgcolor=3D"#000d17" leftmargin=3D"0" topmargin=3D"0" marginwidth=3D"=
0" marginheight=3D"0">

```

```

{table width=3D"67%" border=3D"0">

```

```

{tr>

```

```

{td height=3D"809" align=3D"left" valign=3D"top" bgcolor=3D"#FFFFFF"> =

```

```

{table width=3D"100%" border=3D"0">

```

```

{tr>

```

```

{td align=3D"center">{a href=3D"$http$://www.thedatezone.net/mid.h=
tm">{img src=3D"$http$://www.thedatezone.net/topsplash.gif" width=3D"767" he=
ight=3D"125" border=3D"0">{a>{br>

```

```

{br>
{font face=3D"Courier New, Courier, mono">{strong>{font
size=3D=
"2" face=3D"Geneva, Arial, Helvetica, sans-serif">{strong>{font color=3D"#=
000080">{a href=3D"$http$://www.thedatezone.net/mid.htm">{img src=3D"$http$://=
www.thedatezone.net/cam22.jpg" width=3D"300" height=3D"324" border=3D"0">{=
a>{br>
{br>
GET A FREE WEB CAM AND MICROPHONE a $46.95 dollar yours free {=
|font>{strong>{br>
A new dating site{font color=3D"#000080">{br>
{br>
ONLY $9.95 A MONTH TO JOIN{br>
{br>
{font>{font>{strong>{font>{font size=3D"2" face=3D"Geneva,=
Arial, Helvetica, sans-serif">{strong>{font color=3D"#000080">{a href=3D"=
$http$://www.thedatezone.net/mid.htm">TheDateZone.net{a>
{font>is the only online dating site where singles meet in re=
al-time
with private video, audio and text chat. We are different from=
our
competitors where as everyone has a VIDEO AND AUDIO PROFILE. {b=
r>
{br>
{font size=3D"+2">No more lying with old photos{font>. {br>
{br>
{font color=3D"#000080">{a href=3D"$http$://www.thedatezone.net/=
mid.htm">www.thedatezone.net{a>{font>{br>
{br>
{br>
The quality is fantastic{br>
A QUALITY BROADBAND DATING SITE{br>
{br>
{font color=3D"#000080">{a href=3D"$http$://www.thedatezone.net/=
mid.htm">www.thedatezone.net{a>{font>{a href=3D"$http$://67.97.160.12/%7Ea=
dmin3/#">{br>
{a> {strong>{font>{td>
{tr>
{table>
{br>
{p>&nbsp;{p>
{td>
{tr>
{table>
{body>
{html>
--7.BBEEE__E.C6.1--

```

From 8u1950n2std8@earthlink.net Tue May 27 22:48:18 2003
Return-Path: <8u1950n2std8@earthlink.net>
Received: from mx.oau.org (mx.oau.org [67.96.199.25])
by tarpit.thrush.com (8.12.6/8.12.6) with ESMTP id h4S2mF9w016456
(version=TLSv1/SSLv3 cipher=DHE-RSA-AES256-SHA bits=256 verify=FAIL)
for <spamvictim@target.site>; Tue, 27 May 2003 22:48:17 -0400 (EDT)
Received: from 67.96.199.25 (CacheFlowServer@[217.219.241.66])
by mx.oau.org (8.12.8p1/8.12.8) with SMTP id h4S2mAkX072136
for <spamvictim@target.site>; Tue, 27 May 2003 22:48:13 -0400 (EDT)
(envelope-from 8u1950n2std8@earthlink.net)
Received: from [103.51.65.179]
by 67.96.199.25 id bvURA6lKmn9;
Wed, 28 May 2003 01:38:34 -0100
Message-ID: <jr2-3-y-w2p6q8odc\$010-093f@2gc.rbr.4z>
X-Mailer: Microsoft Outlook Express 5.00.2615.200
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="9.BAC.825FEA"
X-Priority: 3
X-MSMail-Priority: Normal
From: "Sean Bernard" <8u1950n2std8@earthlink.net>
To: spamvictim@target.site
Subject: permanent growth, safely and without pain eut fy d qertjii yc
Date: Wed, 28 May 03 01:38:34 GMT

This is a multi-part message in MIME format.

--9.BAC.825FEA
Content-Type: text/html;
Content-Transfer-Encoding: quoted-printable

```
<html>
<head>
</head>
<body bgcolor=3D"#3366CC" text=3D"#000080">
<div align=3D"center">
  <center>
    <table border=3D"2" cellspacing=3D"0" style=3D"border:3px dashed #FFF999=
; border-collapse: collapse" width=3D"75%" cellpadding=3D"0" id=3D"AutoNum=
ber1" bgcolor=3D"#000080" bordercolor=3D"#000000">
      <tr>
        <td width=3D"100%">
          <p align=3D"center"><b><font size=3D"5" color=3D"#FF0000"><br>
          </font><u><font color=3D"#FFFF00" size=3D"6">MALE PENILE ENLARGEMENT=
</font><font color=3D"#FFFFFF" size=3D"6"> </font>
          </u></b>
          <p align=3D"center">&nbsp;</p>
          <font face=3D"Arial" color=3D"#FFFFFF"><strong>
          <p align=3D"center">Penis Enlargement Doesn't Get Any Easier</strong>
          </font><font color=3D"#FFFFFF">
          </font></p>
          <p align=3D"center"><font face=3D"Arial" color=3D"#FFFF00">Imagine t=
he confidence when you're in the locker room and those other guys take not=
ice of your:</font></p>
          <p align=3D"center"><u><b><font face=3D"Arial" color=3D"#FFFFFF">Big=
ger, Longer and Thicker Penis Now!</b></u></font></p>
```

EXHIBIT C.18

```
<p align=3D"center"><b>
<br>
<font size=3D"6">
  <a href=3D"http://www.fjwi39jsdfniw3hrijh.com/hv/a3.php"><font color=
=3D"#FF0000">ENTER HERE</font></a></font></b><p align=3D"center"></td>
</tr>
</table>
</center>
</div>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">&nbsp;</p>
<p align=3D"center">
<a href=3D"http://www.fjwi39jsdfniw3hrijh.com/content/">don't want to rece=
ive this anymore?</a></p>
</body>
</html>
ywiep hv acn  xo w
oc ixz
h isj b jyuczzzb uro snliaarjyw fs savmvdkzd
ou g jr u
```

--9.BAC.825FEA--

--

>From xw974ev34ak@earthlink.net Tue May 27 20:41:37 2003
Return-Path: <xw974ev34ak@earthlink.net>
Received: from finch-punt-12.mail.demon.net (finch-punt-12.mail.demon.net [194.217.242.36])
by my-ste.demon.co.uk (8.11.6/8.11.0/SuSE Linux 8.11.0-0.5.1) with SMTP id h4RJfaP06392
for <gateway@my-ste.demon.co.uk>; Tue, 27 May 2003 20:41:37 +0100
Received: from punt-1.mail.demon.net by mailstore for gateway@my-ste.demon.co.uk
id 1054064052:10:23820:5; Tue, 27 May 2003 19:34:12 GMT
Received: from host118-220.pool62211.interbusiness.it ([62.211.220.118])
by punt-1.mail.demon.net id ac1105980; 27 May 2003 19:33 GMT
Received: from c4.6wpw.com (HELO 388) [51.37.28.48]
by host118-220.pool62211.interbusiness.it with ESMTP id 07F10768395;
Tue, 27 May 2003 17:33:01 -0200
Message-ID: <jcj9ad-8n8r59e-k2509\$36@kxzbqtq0r.lo7t>
From: "Francisca Drake" <xw974ev34ak@earthlink.net>
To: gateway@my-ste.demon.co.uk
Subject: SUCCESS... dwmmmk oucrah
Date: Tue, 27 May 03 17:33:01 GMT
X-Mailer: AOL 7.0 for Windows US sub 118
MIME-Version: 1.0
Content-Type: multipart/alternative;
boundary="1.3A1D3CC_B..3"
X-Priority: 3
X-MSMail-Priority: Normal

This is a multi-part message in MIME format.

--1.3A1D3CC_B..3
Content-Type: text/html;
Content-Transfer-Encoding: quoted-printable

<html>
<head>
<title></title>
</head>
<body>
<p>*****<=br>

How to Increase Your Penis

And Stop Premature Ejaculation

FREE Bottle Offer 100% Guaranteed to work.

Take Advantage of Our FREE Bottle Offer

As Seen On TV !!!

Click here to lea=br>
rn more.

LETS LOOK AT SOME FACTS:

1. Most men who have troubles or difficulty with

sexual performance, specifically loss of
erection firmness, won't speak openly to their
wives..girlfiends..etc..let alone their
primary care doctor.
2. 90% of men are unhappy with their
size & ability.
3. Most men are interested in enlarging their penis.
4. Most men currently believe the only way to
"really" develop a larger penis is through surgery.
Click here to lea=
rn more.

New Medical Break-Through:

Our Male Enlargement Pill is the most effective on the
market today with over 100,000 satisfied customers
worldwide. Our product is doctor recommended and
made from 100% natural ingredients.

One Penis Enlargement pill a day is all you need to:

- Increase the length of your penis by 2 to 5 full inches
- Make your penis thicker, longer and harder
- Stop you from making an embarrassing doctor visit
- Boost your confidence level & self-esteem
- Stop Premature Ejaculation

Click here to lea=
rn more.

SATISFIED CUSTOMERS WORLDWIDE:

"I've been using your product for 2 months now. I've
increased my length from 4" to nearly 7". Your product has
helped me give a little extra to the love of my life."
Mike Berg, USA

"I was amazed at how effective it was at enlarging my penis
size and stopping my premature ejaculation problem in just
three weeks!
Joe Wallace, UK

"I'm too shy to tell the world, but I don't mind telling
you that I went from 3" to 6". I'm trying for even more."
Carl Smith, Canada

Click here to lea=

rn more.

100% Money Back Guarantee:

We Guarantee our doctor approved pills to enlarge, harden

and stop premature ejaculation or your money back

Click here to inc=
rease your penis size.

</p>

<p> </p>
<p> </p>
<p> </p>
<p> </p>
<p>don't want to r=
eceive this anymore?</p>

</body>
</html>dnzuninjiywprkzqd ed
xdld me l
eb
 nvyyqsav uwkhfj a
repbph vynj pjeruwhdng

--1.3A1D3CC_B.3--

eturn-path: <kdjsdio3212@morn.magenet.com>
Envelope-to: kdjsdio3212@2mbit.com
Delivery-date: Sun, 29 Dec 2002 22:55:33 -0500
Received: from static053-77-151-24.nm01-c5.cpe.charter-ne.com
([24.151.77.53] helo=morn.magenet.com ident=root)
by mail.kdjsdio3212.net with esmtp (Exim 4.10)
id 18Sr1Z-0001mN-00
for kdjsdio3212@2mbit.com; Sun, 29 Dec 2002 22:55:33 -0500
Received: from morn.magenet.com (kdjsdio3212@localhost.localdomain
[127.0.0.1])
by morn.magenet.com (8.12.6/8.12.6) with ESMTP id gBU3s2w9008355
for <kdjsdio3212@2mbit.com>; Sun, 29 Dec 2002 22:54:02 -0500
Received: (from kdjsdio3212@localhost)
by morn.magenet.com (8.12.6/8.12.6/Submit) id gBU3s2tT008354
for kdjsdio3212@2mbit.com; Sun, 29 Dec 2002 22:54:02 -0500
Received: from hostingforfun.com (user-33qt18c.dialup.mindspring.com
[199.174.133.12])
by morn.magenet.com (8.12.6/8.12.6) with SMTP id gBU3mw9008328
for <kdjsdio3212@magenet.com>; Sun, 29 Dec 2002 22:53:56 -0500
Message-Id: <200212300353.gBU3mw9008328@morn.magenet.com>
Subject: girls on cam fucking
To: <kdjsdio3212@magenet.com>
From: "Carolyn" <Carolyn9808@hostingforfun.com>
Date: Sun, 29 Dec 2002 22:52 -0500
X-pcb: d60f60360e20470560e60560760160d60040370e60570270260
Content-type: text/html
X-Text-Classification: spam

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WIDTH=234 HEIGHT=1></TD>
    <TD>
      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
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      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
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      <IMG SRC="http://www.hopsue.com/straight/sonnyheart/spacer.gif"
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  </TR>
<!--
  <TR>
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        <TD COLSPAN=6>
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                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/free.gif"
WIDTH=600 HEIGHT=27 BORDER=0></A></TD>
        </TR>
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                <A HREF="http://www.hopsue.com/sonnyheart/">
                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_02.gif"
WIDTH=600 HEIGHT=22 BORDER=0></A></TD>
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            <TR>
                <TD COLSPAN=6>
                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_03.gif"
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                </TR>
                <TR>
                    <TD COLSPAN=3>
                        <A HREF="http://www.hopsue.com/sonnyheart/">
                            <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_04.jpg"
WIDTH=389 HEIGHT=64 BORDER=0></A></TD>
                    <TD COLSPAN=3>
                        <A HREF="http://www.hopsue.com/sonnyheart/">
                            <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_05.gif"
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                    <TR>
                        <TD COLSPAN=3>
                            <A HREF="http://www.hopsue.com/sonnyheart/">
                                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_06.gif"
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                        <TD COLSPAN=3>
                            <A HREF="http://www.hopsue.com/sonnyheart/">
                                <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_07.gif"
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                        </TR>
                        <TR>
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                                <A HREF="http://www.hopsue.com/sonnyheart/">
                                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_08.jpg"
WIDTH=234 HEIGHT=159 BORDER=0></A></TD>
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                                <A HREF="http://www.hopsue.com/sonnyheart/">
                                    <IMG SRC="http://www.hopsue.com/straight/sonnyheart/fpa1_09.jpg"
WIDTH=125 HEIGHT=159 BORDER=0></A></TD>
                            <TD COLSPAN=2 ROWSPAN=2>
                                <A HREF="http://www.hopsue.com/sonnyheart/">
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                                <A HREF="http://www.hopsue.com/sonnyheart/">
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        <TD>
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        <TD>
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online</a></font></p>
  </td>
  <td align="center">
    <p><font size="-1"><a href="http://track.herbalvivid.com/cgi-bin/jwsshop/jws-track.cgi?ID=herbherb
7867&Site=vivid">Penis
Enlargement</a></font></p>
  </td>
</tr>
<tr>
  <td align="center">
    <a href="http://planetarydrugs.com/main2.php?rx=18418">
    </a>
  </td>
  <td align="center">
    <a href="http://track.herbalvivid.com/cgi-bin/jwsshop/jws-track.cgi?ID=herbherb
7867&Site=vivid">
    </a>
  </td>
</tr>
</table>

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<div align="center">
  <hr width="80%">
  <p><font size="-1">Want to remove yourself from our lists? Go to
    <a href="http://www.computerclip.com:27223/removal/">http://www.computerclip.co
m:27223/removal/</a></p>
</div>

</BODY>

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</HTML><input name="8.79898395838232" type="hidden" value="girls on cam fucking"><input
name="8.79898395838232" type="hidden"
value="d60f60360e20470560e60560760160d60040370e60570270260">

</x-html>